CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 8, 2020 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS
REMOTE MEETING
933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- **CALL TO ORDER:**
- **ROLL CALL:**
- **HONORS, AWARDS, AND PRESENTATIONS:**

A. **Big Red Development Proposal - Presentation** Development Services

- **PUBLIC COMMENT ON AGENDA ITEMS:**
- **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Community Relations Committee Recommendations** City Clerk

C. **Purchase Agreement 580 Catherine Ave** City Manager

D. **Purchase Agreement 271 Merrill Ave** City Manager

E. **Reeths Puffer Hockey Lease** City Manager

F. **Arena Marquee Change Order 1** City Manager

G. **Arena Rent Reduction** City Manager

H. **Arena Social Distancing Investments** City Manager

I. **Second Floor Window Coverings** City Manager

J. **City Hall Lighting** City Manger

K. **Muskegon Historic District Commission Certified Local Government Application** Planning

L. **Edgewater Street Engineering Study** Public Works

M. **Jefferson & Strong Change Order #001** Public Works

N. **DPW Laborer Position** Public Works

O. <u>Lakeshore Trail Repairs</u> Public Works

P. <u>Mausoleum Repairs</u> Public Works

Q. <u>Citizens Participation Plan (CPP) Amendment</u> Community & Neighborhood Services

R. <u>MERS Supplemental Contribution</u> Finance

S. <u>Resolution Authorizing Issuance of 2020 Capital Improvement Bonds</u> Finance

T. <u>Social District Permit Recommendations</u> Economic Development

□ **PUBLIC HEARINGS:**

A. <u>Business Improvement District (BID) Public Hearing</u> Economic Development

□ **UNFINISHED BUSINESS:**

A. <u>Amendment to Zoning Ordinance – Marihuana Overlay District</u> Planning

B. <u>Amendment to Zoning Ordinance – Marihuana Overlay District</u> Planning

□ **NEW BUSINESS:**

□ **ANY OTHER BUSINESS:**

□ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

► **Reminder: Individuals who would like to address the City Commission shall do the following:**
► Fill out a request to speak form attached to the agenda or located in the back of the room.
► Submit the form to the City Clerk.
► Be recognized by the Chair.
► Step forward to the microphone.
► State name and address.
► Limit of 3 minutes to address the Commission.
► (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Big Red Development Proposal
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is presenting a development proposal to construct single and multi-family housing for rent and purchase in three urban core neighborhoods. A subsequent proposal will include a mixed use development at Angell School.	
Detailed Summary: The initial proposal includes the sale of 55 lots scattered throughout the Angell, Jackson Hill, and McLaughlin neighborhoods with the goal of increasing to at least 100 lots. Homes will be offered for rent and for sale, depending on what the market will bear and will be priced for working class singles and families in the 80-120% area median income level. Some properties will include new construction while others will include renovation of existing structures. The developers are interested in partnering with the local business community to manage and service the properties. The developers are requesting that each property be sold for $1 and that water and sewer connection fees be covered by the city. To protect their investment, the developers are also requesting first right of refusal on additional lots and homes that the city acquires within ½ mile of their current investments.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: None at this time. The developers want to present their idea for consideration.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

BIG RED DEVELOPMENT, LLC

9 East Main Avenue
Zeeland, MI 49464

Letter of Intent for Proposed Development

Muskegon City's Scattered Site Brownfield Project and Other Vacant Lots
Project Name: Muskegon Big Red Development
Applicant/Project Owner: Big Red Development, LLC

Via Email Only

September 1, 2020

Leigh Ann Mikesell
Mike Franzak
City of Muskegon
Department of Planning & Economic Development
933 Terrace Street
Muskegon, MI 49440

Leigh Ann and Mike:

On behalf of Big Red Development, LLC, I am submitting this letter of intent to participate in the City's program (the "Program") focused on incentivizing the filling of vacant lots with a combination of market-rate and affordable rental homes. Muskegon is currently experiencing a shortage in quality rental housing—both for affordable units and market-rate units. We recognize that residential development in the core neighborhoods is beneficial to the City. We need to provide reasonably attainable, high-quality housing for the residents and employees needed to continue this strong economic growth in Muskegon.

Project Summary

The Project will include approximately fifty-five (55) new rental housing units, with the goal of growing the number to fill at least one hundred (100) vacant lots and renovate other homes spread throughout the City's core neighborhoods. We will include one- and two-story dwellings serving the residents and possibly some mixed use, small business tenants. We expect this to be the first phase of a multi-phased approach, which comprise units designed to fit within the building boundaries on the various vacant lots and the character of the neighborhoods. These dwellings will be between 900 and 1,400 square feet, and include the following types of homes:

1. Single-family housing;
2. Multi-family housing;
3. Mixed use development at Angell School, as further described below.

Project Benefits

The construction of new single-family and multi-family rental housing can substantially enhance the lives of medium and low-income families and accommodate renters earning 80-120% of the Muskegon County Area Median Income (AMI) within the community by offering them an increased number and variety of affordable new and newly renovated housing options. Big Red will construct new single-family and multi-family rental housing, and will also renovate existing housing, to help fill a void that the private sector has not been able to fill for the past 30-40 years in Muskegon. The construction of new rental housing can also expand the City's development program as follows:

1. Increase real estate taxes (based 2019 rate and Development Agreement) on vacant lots maintained by the City by approximately $4,650 per unit.
2. Provide additional employment and sales opportunities for Muskegon by millions of dollars for construction material sales and subcontractor labor.
3. Provide additional long-term employment opportunities as Property Management and Property services for the life of each dwelling.
4. Reduce cost for the City's annual property maintenance on the vacant lots.
5. Reduce cost for the City's annual liability insurance on the vacant lots.
6. Provide between 50,000 and 100,000 square feet of new housing alternatives to Muskegon.
7. Provide opportunities to grow the City's population in anticipation of future census counts.
8. Provide opportunities for mixed use construction within the surrounding area.
9. Give current residents an opportunity to move from marginal/substandard rentals and/or home ownership to newer and more energy-efficient rentals and/or home ownership within their neighborhood.
10. Provide the community with new residents who will work and shop in the area.

This Project will give a new look to the City's core neighborhoods and provide additional housing diversity that complements the makeup of these respective neighborhoods.

Project Specifics

We anticipate attracting a mix of residents including families, professionals, young professionals and empty nesters. The units will include high-quality construction. Every building site will be provided a design to accommodate the lot size and the characteristics of the neighborhood.

Unit Mix:

1. One/two/three bedrooms / 1-2 baths;
2. Some with attached garages, a majority without garages (storage shed provided);
3. Some with detached garages, a majority without garages (storage shed provided);
4. Some with patios/decks, some without;
5. Twenty percent (20%) of homes listed in paragraphs 1-4 above will meet ADA visitable criteria.

Additionally, the members of Big Red will shortly organize a 501(C)(3) (i.e., non-profit) corporation, which will undertake various mixed-use and larger projects for restoration, renovation and/or rehabilitation. Members of Big Red have already consulted and met with national consultants concerning funding and grant writing to facilitate such projects. The top priority at this time will be the Angell School, for which Big Red's non-profit initiative will work with City officials and various other non-profit entities, including Community enCompass, in order to retrofit, restore and refurbish Angell School for mixed uses and unique business and housing opportunities.

While we understand that the enclosed Development Agreement and Parcel Purchase Agreement are simply "drafts," we believe they indicate the seriousness and earnestness with which we approach our work with the City of Muskegon and its residents. We also understand that the terms of those agreements may be subject to change and that lots suggested and/or requested may not be available as noted. Big Red members have spent hundreds of hours in the past three (3) months formulating these plans, inspecting Property, meeting with City officials and executives at Community enCompass in order to formulate a unique approach to our work with the City and its residents.

We believe Big Red is a very special blend of individuals from completely different walks of life but with fundamentally similar goals and aspirations. Vocational experience in finance, law, real estate, media, athletic training and coaching, engineering, production agriculture and skilled construction trades, all blend together to form a highly effective and result-oriented team. Each member of Big Red firmly believes in making the world a better place, being rewarded financially for hard work, and making a social impact in West Michigan. We are united in our sense of accountability to something greater than ourselves. Our work and relationship with Muskegon began eighteen (18) months ago when one member of our group purchased a house on McLaughlin Avenue after an investor backed out in the middle of the process. This home was completely refurbished and is successfully occupied today. Ironically and unbeknownst to the first member, at approximately the same time, two other members also began training athletes from Muskegon and Muskegon Heights.

These multiple connections to Muskegon initiated conversations about the City and its various dynamics. These conversations developed into driving tours and inquiries with City officials concerning possible opportunities for development, growth and improvement. Needs and desires in the City's housing quickly surfaced, and we began to formulate a strategy for meeting those needs. Understanding that there are a wide range of potential projects, clients and residents, Big Red is also creating the aforementioned non-profit entity to serve the community as well.

Big Red and its members have no intention of simply building houses, making money and leaving town. We intend to meet needs as identified by the community in a responsible, resourceful and rewarding way, doing so organically so that the greater Muskegon community benefits in the best and most ways possible. Big Red members love and live in West Michigan, and we want to see the entire area prosper and thrive. This is the vision that we have and this is the journey on which we are embarking, along with our new friends, colleagues and business partners in the City of Muskegon, its businesses and its residents. We look forward to working with you and the City of Muskegon on this exciting phase of new development. Please contact me with any questions you may have or requests for additional information.

Respectfully,

Big Red Development, LLC

Timothy A. Hoesch

Development Agreement

This DEVELOPMENT AGREEMENT (the "Agreement") is made on the ___ day of _____, 2020, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "City") and BIG RED DEVELOPMENT, LLC, a Michigan limited liability company, whose registered address is 9 East Main Avenue, Zeeland, Michigan 49464 ("Big Red") (collectively the "Parties").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("Act 381"), the Muskegon Brownfield Authority adopted a brownfield plan on _____ (the "Brownfield Plan"), as well as other, municipally-owned, vacant lots and properties, including those on the site maps collectively attached as **Exhibit A** (collectively the "Property" and/or the "Lots").

B. The Property, and some of the Lots, are included in the City's Scattered Site Brownfield Project, as amended by the Muskegon Brownfield Redevelopment Authority.

C. Big Red intends to redevelop the Property into approximately fifty-five (55) units of scattered site residential homes are located and in which a certain percentage of units are allocated to tenants with income levels between 80% and 120% of the Area Median Income ("AMI") (collectively the "affordable units"), as defined by the Michigan State Housing Development Authority (the "Project").

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NOW, THEREFORE, the Parties agree as follows:

1. **Project Completion**.

Big Red agrees to purchase the Property in fifty-five (55) separate parcels (collectively the "Lots"), will be responsible for all survey work associated with all Lot line adjustments. Water and sewer connection fees shall be the responsibility of the City and all other inspection and permit fees shall be the responsibility of Big Red.

2. **Rental Rates**.

Big Red shall cap the monthly rental rate of the income-restricted units to meet the RENT LIMITS established annually by the Michigan State Housing Development Authority for a Muskegon County family earning 120% AMI and renting a 3-bedroom home.

3. **435 East Isabella Property** (the "Home").

A. The Home shall be purchased for $1.00;

B. Contingencies of the purchase:
   i. Mutually agreed upon and satisfactory inspection;
   ii. Variance to allow 3 separate tenants (back building as 3rd living space);
   iii. Lot next door (to the east) and across the street (to the north) to be included as two (2) of the Lots;
   iv. Free hook-ups for sewer and water on this Home.

4. **Vacancy Assistance and Strategic Alliances**.

The City and Big Red will take all steps necessary to form strategic alliances with non-profit entities, including but not limited to Community Encompass, in order to facilitate the rental of homes renovated and/or constructed on the Lots.

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5. **Term of Agreement**.

Big Red's obligations under this Agreement shall terminate on December 31, 2029 or upon a sale of any real property that results in an uncapping of the Lots' Taxable Value (the "Term").

6. **Right of First Refusals/Options**.

Lots and/or Foreclosed Homes/Dwellings Located within One-Half (1/2) Mile of the Lots. Big Red shall have a right of first refusal and the option to purchase any empty lot and/or home/dwellings foreclosed on, which become owned by the City of Muskegon through any means, for a price negotiated between the Parties per vacant lot or home/dwelling, to the extent such vacant lots, homes and/or dwellings become available within one-half (1/2) mile of any of the Lots.

7. **Notices**.

All notices shall be given by registered or certified mail addressed to the Parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. **Assignment**.

Big Red shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided, however, that no assignment shall operate as a release of Big Red. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this

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Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

9. **Arbitration**.

Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the Parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the Parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

10. **Entire Agreement**.

This Agreement and its Exhibits supersede all agreements previously made between the Parties relating to the subject matter. There are no other understandings or agreements between them.

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11. **Non-Waiver**.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

12. **Headings**.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13. **Governing Law**.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

14. **Counterparts**.

This Agreement may be executed in two or more counterparts, via email or facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. **Binding Effect**.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the Parties and their respective heirs, legal representatives, successors and assigns.

* * * * *

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The Parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON

By:_____

Its:_____

BIG RED DEVELOPMENT, LLC

By:_____

Its:_____

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EXHIBIT A

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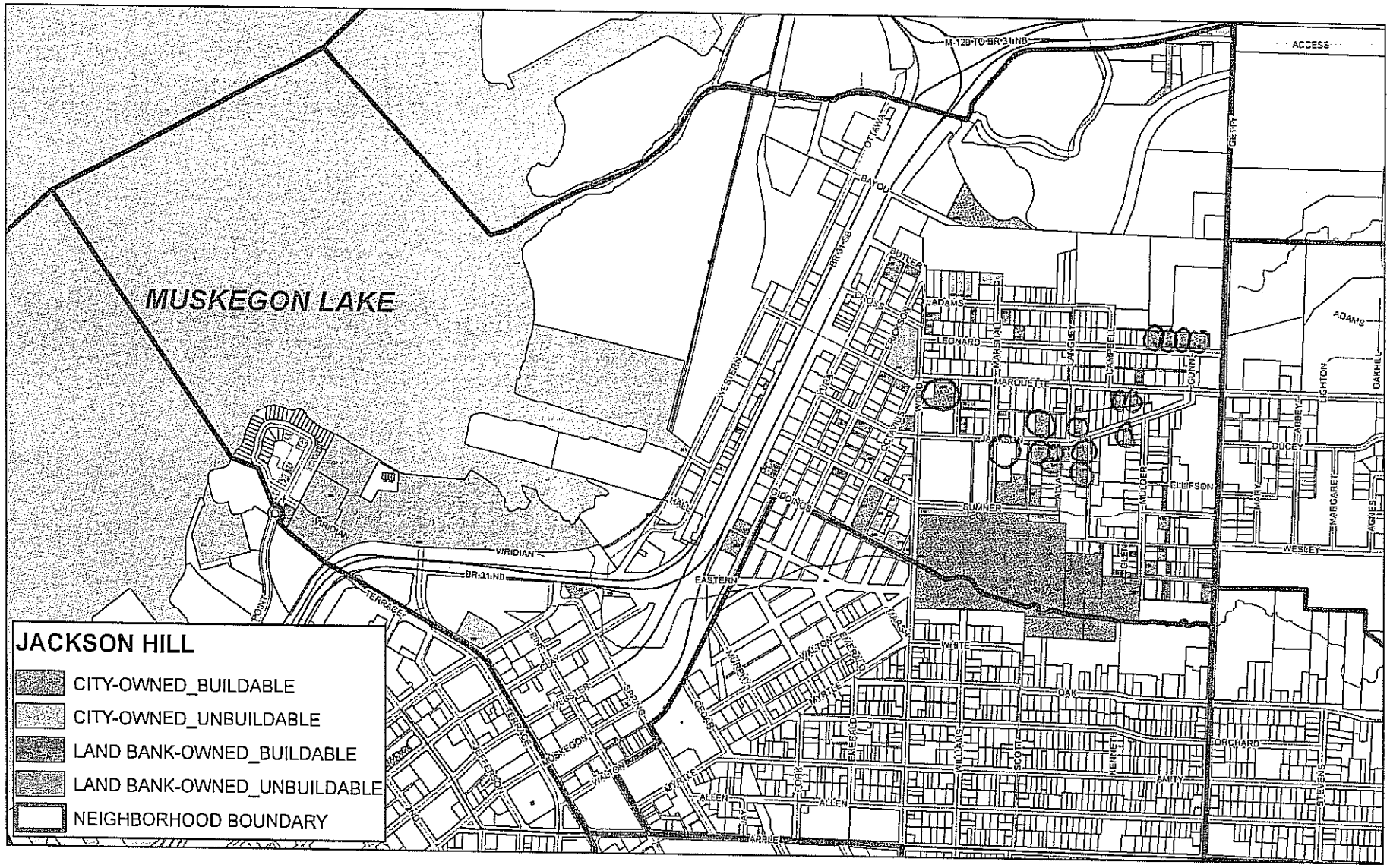
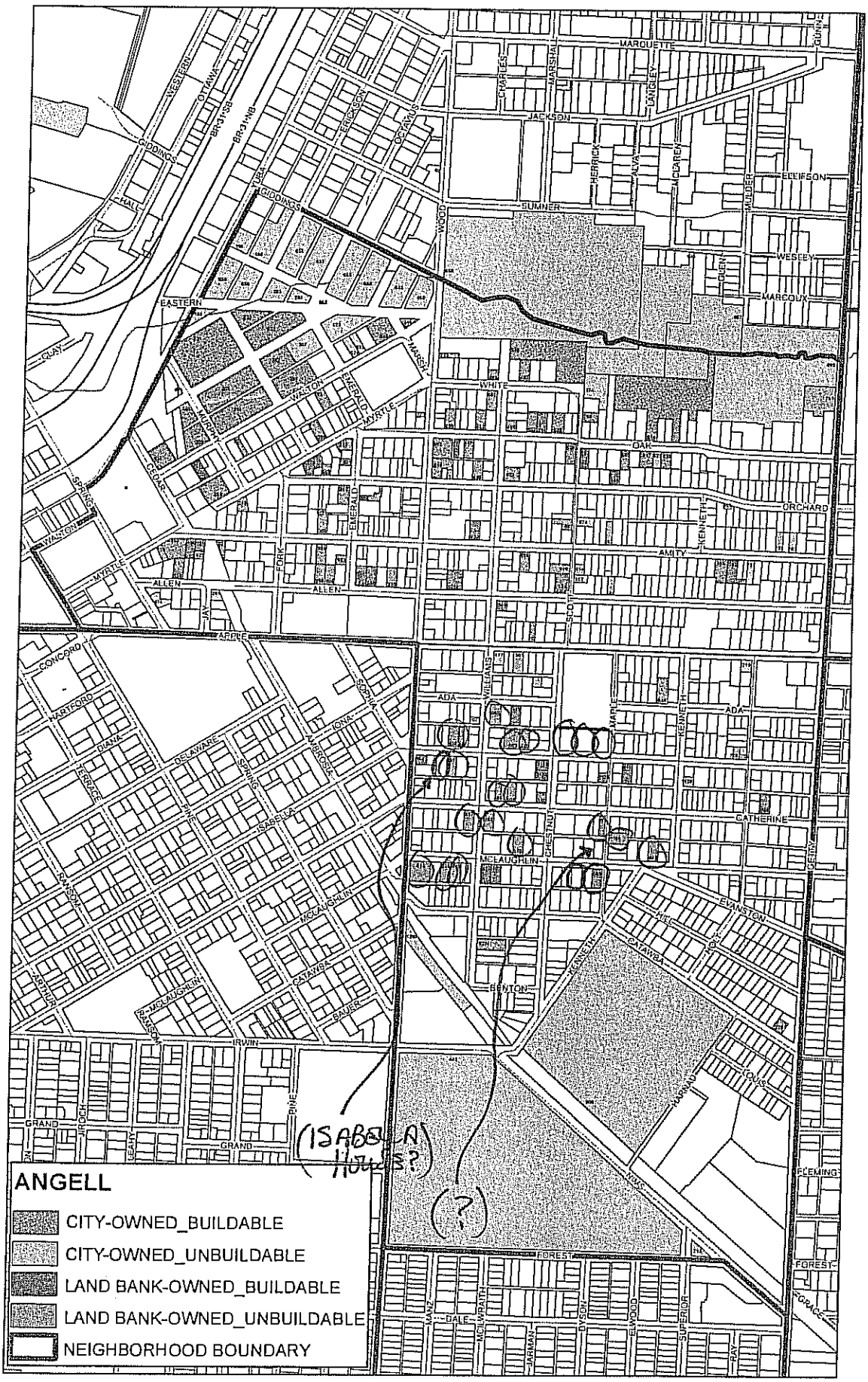
TOTAL: 16


MUSKEGON LAKE
JACKSON HILL
CITY-OWNED_BUILDABLE
CITY-OWNED_UNBUILDABLE
LAND BANK-OWNED_BUILDABLE
LAND BANK-OWNED_UNBUILDABLE
NEIGHBORHOOD BOUNDARY
M-120-TO-BR-31INB
ACCESS
BR31NB
VIRIDIAN
EASTERN
BAYOU
OTTAWA
ADAMS
LEONARD
MARQUETTE
JACKSON
SUMNER
ELLEFSON
DUCEY
WESLEY
WHITE
OAK
ORCHARD
AMITY
STEVENS
MARGARET
AGNES
LIGHTON
OAKHILL
MARY
ABBEY
WEBSTER
MUSKEGON
WASTON
MYRTLE
EMERALD
ALLEN
TARRBE
TERRACE
POINT
HALL
CODDINGS
WESTERN
BUTLER
CLOON
WOOD
CAMPBELL
GUNN
MARSHAL
LAFOLLETT
HOLDEN
MIDDLE
WILLIAMS
SCOTT
KENNETH
CEDAR
CORN
MASSY
NORTON
SPRING
PINE
OAK
TERRACE
PERRYSBURG
LAND


ANGELL
CITY-OWNED_BUILDABLE
CITY-OWNED_UNBUILDABLE
LAND BANK-OWNED_BUILDABLE
LAND BANK-OWNED_UNBUILDABLE
NEIGHBORHOOD BOUNDARY
(ISABELLA HOUSES?)
(?)
MARQUETTE
JACKSON
SUMNER
WESLEY
MARCOUX
EASTERN
WHITE
OAK
ORCHARD
AMITY
ALLEN
ARBEE
CONCORD
ADA
CATHERINE
MCLAUGHLIN
EVANSTON
CATAWBA
BENTON
IRVIN
GRAND
FOREST
DALE
FLEMING
GRACE
TOUS
HARNAD
KENNETH
MARIE
WILLIAMS
CHESTNUT
SCOTT
FORK
EMERALD
MYRTLE
WALTON
CEDAR
SPRING
CLAY
HALL
GIDDINGS
TUSA
WOOD
CHARLES
MARSHAL
LANGLEY
HERRICK
ALVA
MCLAREN
MULDER
ELLIFSON
GLEN
OTTAWA
WESTERN
BR31*SB
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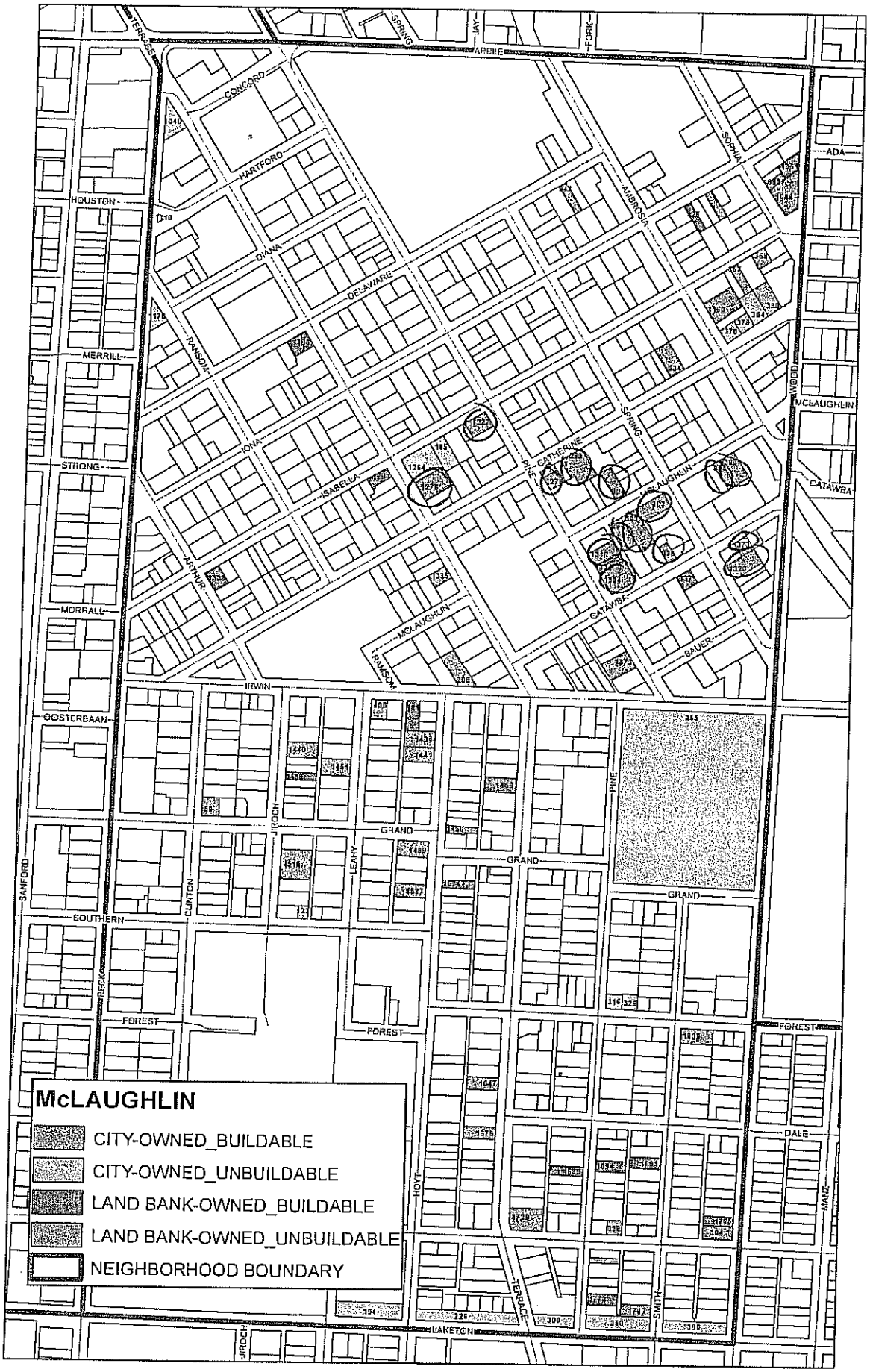
ERICKSON
OPRAUS
MARSH
KENNETH
HARTFORD
DIANA
DELAWARE
IONA
ISABELLA
SOPHIA
TERRACE
PINE
RANSOM
ARTHUR
BAUER
ROSSON
PINE
BIRCH
LEAHY
DYSON
ELWOOD
SUPERIOR
JARMAN
MCWRATH
JANZ
PARK

TOTAL: 22

TOTAL: 15


McLAUGHLIN
CITY-OWNED_BUILDABLE
CITY-OWNED_UNBUILDABLE
LAND BANK-OWNED_BUILDABLE
LAND BANK-OWNED_UNBUILDABLE
NEIGHBORHOOD BOUNDARY
TERRACE
SPRING
JAY
FORK
ARBEE
CONCORD
HARTFORD
HOUSTON
DIANA
DELAWARE
AMBROSIA
SOPHIA
ADA
RANSOM
MERRILL
WOOD
MCLAUGHLIN
IONA
STRONG
ISABELLA
CATHERINE
PINE
CATAWBA
ARTHUR
MORRALL
CATAWBA
BAUER
IRWIN
OOSTERBAAN
GRAND
SANFORD
CLINTON
LEAHY
SOUTHERN
BECK
FOREST
DALE
HOYT
MANZ
SMITH
LAKETON
JIROCH

Parcel Purchase Agreement

This PARCEL PURCHASE AGREEMENT (the "Agreement") is made on the ___ day of _____, 2020, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Seller") and BIG RED DEVELOPMENT, LLC, a Michigan limited liability company, whose registered address is 9 East Main Avenue, Zeeland, Michigan 49464 ("Purchaser") as follows:

BACKGROUND

Purchaser and Seller entered into a Development Agreement concurrently with this Agreement which contemplates that Purchaser will purchase approximately fifty-five (55) separate parcels of land (the "Lots"). The Lots are located in the City of Muskegon, Muskegon County, Michigan and are depicted on **Exhibit A** attached to the Development Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Phase Parcels**. Seller agrees to sell and Purchaser agrees to purchase the parcels, as depicted on **Exhibit A** attached to the Development Agreement and incorporated by reference herein. The precise description of each Project and any individual building sites within each Property will be agreed to by the Parties prior to closing, as contemplated by the Development Agreement.

2. **Purchase Price**. The Purchase Price shall be One Dollar ($1.00) for each parcel. The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. **Investigation Period; Right to Terminate**. The "investigation period" shall expire ninety (90) days following the date this Parcel Purchase Agreement has been executed by both Parties (the "effective date"). During the investigation period, the Purchaser shall have the right to have the Parcel inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetland and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; entitlement; compliance with laws, codes and ordinances and any other matter

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desired by the Purchaser. The Seller hereby grants the Purchaser and the Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Parcel for purposes of having such investigations performed and the right to discuss the Parcel and the conditions related thereto with governmental authorities. During the investigation period, and any extensions thereof, the Purchaser has sole discretion to terminate this Agreement. All investigations, testing, and inspections by the Purchaser shall be at the Purchaser's sole cost and expense. Any permits or permitting requested or required by the Purchaser shall be at the Purchaser's sole cost and expense, and at the Purchaser's sole risk. The Purchaser may extend the investigation period for up to an additional ninety (90) days if the Purchaser in good faith decides to do so based on information learned during the investigation period.

4. **Payment of Property Taxes**. The Purchaser shall have no obligation to pay any amount for property taxes that may have been assessed through the date of Closing, and such property taxes shall be abated until such time as any rentable and/or sellable structure is constructed on each respective Lot and/or parcel.

5. **Closing Deadline; Schedule**. The Parties agree to schedule closings at the earliest possible time following the latter end of the investigation period, or any extension thereof.

6. **Seller's Closing Deliveries**. At the Closing, the Seller shall deliver to the Purchaser the following items, which shall be in a form and substance satisfactory to the Purchaser:

A. A warranty deed conveying to the Purchaser Seller's interest to the Parcel, executed and acknowledged by the Seller in recordable form;

B. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by the Seller.

7. **Purchaser's Closing Deliveries**. At Closing, the Purchaser shall deliver to the Seller:

A. The Purchase Price; and

B. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by the Purchaser.

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8. **Special Assessments**. The Seller agrees to disclose to the Purchaser, in writing, information regarding any outstanding special assessments on the Parcel, within ten (10) days of execution of this Agreement.

9. **Title**. It is the Purchaser's obligation to order a commitment for an owner's policy of title insurance from Devon Title Agency (the "Title Policy") within ten (10) days of the date of this Agreement. If the Purchaser has any objections to matters disclosed in the title commitment, the Purchaser has the right to terminate this Agreement without further obligation.

10. **Representations and Warranties of the Seller**. The Seller hereby represents and warrants to the Purchaser that to the best of the Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by the Seller:

A. The Seller has the right, power and authority to enter into this Agreement and to sell the Parcel in accordance with the terms hereof, and the Seller has granted no option or right of first refusal to any other person or entity to purchase the Parcel and has not entered into any contract to sell the Parcel as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Seller are and shall be duly authorized to sign the same on the Seller's behalf and to bind the Seller thereto.

B. Except as disclosed in the writing to the Purchaser by the Seller, the Seller has not received any notice of, and has no knowledge within the past ten (10) years, of existing violations on the Parcel or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At the Closing, there will be no parties in possession of the Parcels or entitled to possession thereof other than the Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Parcel.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Parcel, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

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E. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Parcel has been announced.

F. There is no litigation, proceeding or investigation pending or, to the Seller's knowledge, threatened against or involving Seller or the Parcel, and the Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on the Purchaser or the Purchaser's title to or use of the Parcel, either before or after Closing.

G. The Seller has not received any notice of assessment or proposed assessment in connection with the Parcel.

H. The Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

I. Except as set forth in documents provided by the Seller to the Purchaser, the Parcels and the Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

J. With the exception of the documents available in the public domain and the documents provided by the Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports related to the Parcel of which Seller is aware within the last ten (10) years, or that are in the Seller's possession or control.

11. **Representations and Warranties of the Purchaser**. The Purchaser hereby represents and warrants to the Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. The Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of the Purchaser's obligations under this Agreement; and

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B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Purchaser are and shall be duly authorized to sign the same on the Purchaser's behalf and to bind the Purchaser thereto.

12. **Indemnification**. The Seller agrees to indemnify and hold the Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Parcel; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. The Purchaser agrees to indemnify and hold the Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to the Purchaser's ownership, maintenance, or operation of the Parcel; and/or (ii) arising from or related to the inaccuracy or breach of any of the Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this section shall survive Closing.

13. **Default and Remedies**.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Parcel, the Seller may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedy. If the Seller fails to close on the purchase of the Parcel, the Purchaser may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have fifteen (15) days to cure the alleged default.

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14. **Attorneys' Fees**. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

15. **Sale and Assignment of Agreement**. The Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

16. **Miscellaneous**.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the State of Michigan.

C. This Agreement supersedes all prior discussions and agreements between the Seller and the Purchaser with respect to the conveyance of the Parcel and all other matters contained herein and constitutes the sole and entire agreement between the Seller and the Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both the Seller and the Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next day delivery. Notices shall be sent via email and also to the respective addresses set forth below:

To Seller: THE CITY OF MUSKEGON
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

DRAFT

To Purchaser: BIG RED DEVELOPMENT, LLC
Attn: Timothy A. Hoesch
9 East Main Avenue
Zeeland, MI 49464
tim@hvplaw.com

E. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF MUSKEGON

By:_____

Its:_____

BIG RED DEVELOPMENT, LLC

By:_____

Its:_____

DRAFT

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the August 25, 2020 regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 25, 2020 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, August 25, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Michael Ramsey, and Teresa Emory, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

PUBLIC COMMENT ON AGENDA ITEMS: No public comments were received.

2020-55 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the August 10, 2020 Worksession Meeting, August 11, 2020 Regular City Commission Meeting, and August 12, 2020 Goal Setting Prep Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. Rezoning of 55 Ottawa St, 61 Ottawa St, and 65 Bank St Planning

SUMMARY OF REQUEST: Request to rezone 55 Ottawa Street, 61 Ottawa Street, and 65 Bank Street from WM, Waterfront Marine, to I-2, General Industrial.

STAFF RECOMMENDATION: To approve the request to rezone 55 Ottawa Street, 61 Ottawa Street, and 64 Bank Street from WM, Waterfront Marine, to I-2, General Industrial.

Motion by Commissioner Rinsema-Sybenga second by Vice Mayor Hood, to approve the consent agenda as presented, except item B.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory,

and Johnson

Nays: None

MOTION PASSES

2020-56 REMOVED FROM CONSENT AGENDA:

B. <u>Transfer of Ownership of the Arch (Art Piece) to County of Muskegon</u> City Manager

SUMMARY OF REQUEST: Staff is seeking permission to sign the attached Deed of Gift for the Arch, a sculpture that has been housed in several locations until it found its home at 7th and Western Avenue next to the historic Union Depot in 2016. Staff wishes to transfer ownership and responsibility to the County as it currently sits on Muskegon County property.

STAFF RECOMMENDATION: To authorize the City Manager to sign the Deed of Gift to transfer ownership of the Arch to the County of Muskegon.

Motion by Commissioner Emory second by Commissioner Rinsema-Sybenga, to authorize the City manager to sign the Deed of Gift to transfer ownership of the Arch to the County of Muskegon.

ROLL VOTE: Ayes: None

Nays: Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Gawron

MOTION FAILS

2020-57 NEW BUSINESS:

A. <u>Resolution for Designation of City Street in Honor of Bishop Wells</u> Vice Mayor Hood

SUMMARY OF REQUEST: A request has been received to designate Valley Street and the corner of Getty Street and Delano Avenue as Bishop Nathaniel Wells Jr. Way to honor his legacy and leadership within the community.

STAFF RECOMMENDATION: To approve the resolution to designate Valley Street and the corner of Getty Street and Delano Avenue as Bishop Nathaniel Wells, Jr. Way.

Motion by Vice Mayor Hood second by Commissioner German, to approve the resolution and designate Valley Street and the corner of Getty Street and Delano Avenue as Bishop Nathaniel Wells Jr. Way.

ROLL VOTE: Ayes: Ramsey, German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

B. <u>Request to Fly Mexican Flag</u> City Clerk

SUMMARY OF REQUEST: Latinos Working for the Future is requesting to have the Mexican Flag flown at City Hall in celebration of Mexican Independence Day which is September 16, 2020. They are requesting that the flag be raised on September 12, 2020 during a flag raising ceremony and taken down on September 20, 2020. They are also requesting to host a mini event to raise the flag as well as having a drive by community children's PPE giveaway.

STAFF RECOMMENDATION: To grant the request of Latinos Working for the Future and allow them to host a mini flag raising event on September 12, 2020 in conjunction with a drive-by community children's PPE giveaway and to allow the Mexican Flag to be flown September 12, 2020 through September 20, 2020 at City Hall.

Motion by Commissioner Rinsema-Sybenga second by Vice Mayor Hood, to grant the request of Latinos Working for the Future and allow them to host a mini flag raising event on September 12, 2020 in conjunction with a drive-by community children's PPE giveaway and to allow the Mexican Flag to be flown September 12, 2020 through September 20, 2020 at City Hall.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

C. <u>First Responder Hazard Pay Premium Program</u> Finance

SUMMARY OF REQUEST: To authorize staff to apply for reimbursement under the State of Michigan's First Responder Hazard Pay Premium Program.

As part of the State of Michigan's CARES Act the First Responder Hazard Pay Premium Program will reimburse employers for hazard pay premiums paid to eligible employees who have performed hazardous duty or work involving physical hardship related to COVID 19 up to $1,000 per employee.

During the months of April and May the City paid all sworn police, fire personnel, and employees working a full 40 hours who were deemed essential a flat $100 per week. Additionally, all employees that were expected to directly interact in a face-to-face capacity with residents of handle mail or cash from outside of City hall were paid an additional $2.50 per hour for all hours worked. Under the State CARES Act Public Safety and Public Health Payroll Reimbursement Program the City was able to apply for reimbursement of all Police and Fire wages and payroll expenditures for April and May. So we expected to be reimbursed all the essential duty and hazard duty pay and payroll costs paid to Police and Fire along with their regular pay and payroll costs.

Fire personnel have spoken to the State and confirmed that they would also be

eligible to receive an additional $1,000 per employee that the city could be reimbursed for. The Finance office has confirmed this. The reimbursement would only be for up to $1,000 per employee and would not reimburse the City for their payroll costs. We have 92 First Responders and have estimated the payroll costs to be $18,581.

The application will be submitted as payment is pending approval of funds availability. The State has earmarked $100,000,000 for this program.

AMOUNT REQUESTED: $18,581

STAFF RECOMMENDATION: To authorize staff to apply for the State of Michigan's CARES Act First Responder Hazard Pay Premium Program.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to authorize staff to apply for the State of Michigan's CARES Act First Responder Hazard Pay Premium Program.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

D. <u>Consumers Energy Easements</u> Development Services

SUMMARY OF REQUEST: Staff is seeking direction for two lease agreements to provide Consumers Energy permanent access to trim, cut down, and control any trees, brush, and other vegetation. The easements also allow the company to maintain, inspect, survey, replace, reconstruct, improve, remove, replace, change the size, enlarge, and protect their electric facilities adjacent to the easement. Please note that Consumers Energy will not use the easements to construct additional facilities.

As compensation of the easements, Consumers Energy agrees to pay the city $11,800 based on property values in the area. City staff propose to use the funds to plant trees throughout the urban core of the city with many targeted for the downtown area. Please note that the requirements for each easement are different based on how close the Consumer's line is to the City of Muskegon property line.

For the 0005-00 parcel, the Consumers line is 70' from the city's property line, and a 10' wide easement is needed to remove "danger trees" only. Danger trees are trees that could exceed 35' in height and fall into the line.

For the 0003-00 parcel, the Consumers line is 35' from the city's property line. This requires a 5' easement to remove all vegetation, and a 40' wide easement to remove "danger trees."

FUND OR ACCOUNT: Tree Replacement

STAFF RECOMMENDATION: To approve or deny the two easement agreements with Consumers Energy and authorize the mayor and clerk to sign.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to approve the two easement agreements with Consumers Energy and authorize the mayor and clerk to sign.

ROLL VOTE: Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

E. <u>Social District Plan and Map Approval</u> Economic Development

SUMMARY OF REQUEST: With state enabling legislation for Social Districts, city staff is proposing a Downtown Muskegon Social District for approval of a plan and district map and filling them with the Michigan Liquor Control Commission.

Public Act 124 of 2020 allows cities to create Social Districts and within them Common Areas where alcoholic beverages from participating licensed establishments can be possessed and consumed outside of the establishments' service areas. A Downtown Muskegon Social District was presented at the August City Commission work session designed to create fun and new energy in the downtown, while assisting participating restaurants and bars to expand business during COVID-19 restrictions. The district would be managed by the city's downtown manager in conjunction with a number of city departments. The plan addresses a year-round, seven-day-a-week Social District in terms of marked boundaries, hours of operation, enforcement, security, design of a district cup, sanitation, marketing and entertainment. Since the work session, the draft plan and accompanying map have been changed to eliminate the Social District and Common Area north of Shoreline Drive and at this time the ability to carry district alcoholic beverages across Shoreline Drive. The other change was an expansion of the financing options to include fees per cup, annual establishment participation fees, daily patron wristband fees and potential district sponsorship revenues. Staff has brought together a working group of participating establishment representatives to come to a consensus on a funding model that would pay for all of the city's cost in implementing and managing the district. A resolution supporting the Downtown Muskegon Social District plan and accompanying district map is attached. If approved, the resolution, plan and map will be sent the Michigan Liquor Control Commission, operational details set and implementation begun. Participating licensee permit recommendation approvals are being requested in a separate agenda item.

STAFF RECOMMENDATION: To approve the Downtown Muskegon Social District and Map and direct the Clerk and Mayor to file it with the Michigan Liquor Control Commission and authorize staff to implement.

Motion by Commissioner Rinsema-Sybenga second by Commissioner Emory, to approve the Downtown Muskegon Social District and Map and direct the clerk and mayor to file it with the Michigan Liquor Control Commission and authorize staff to implement.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Ramsey, German, Rinsema-Sybenga, and Emory

Nays: None

MOTION PASSES

F. <u>Social District Permit Recommendations</u> Economic Development

SUMMARY OF REQUEST: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. The attached resolution includes the names of the establishments initially seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Beyond this initial group of permit applicants, other licensed establishments may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

Motion by Vice Mayor Hood second by Commissioner Johnson, to approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

G. <u>EDA (Economic Development Administration) Public Works and Economic Adjustment Assistance Program Grant</u> Economic Development

SUMMARY OF REQUEST: Staff is requesting authorization to apply for a grant through the Economic Development Administration (EDA) Public Works & Economic Adjustment Assistance Program, with a commitment of matching

funds, to assist in making necessary infrastructure improvements at the former state-owned West Shoreline Correctional Facility, currently within the Port City Industrial Park, located at 2725 Olthoff Drive.

Staff is seeking to apply for a $3,500,000 grant through the EDA Public Works and Economic Adjustment Assistance Program and commit $700,000 in match towards a total $4.2M project.

The City took ownership of the 61.96 acre project site on 6/25/19 through the assistance of a $4 million state grant in 2018. Due care, demolition and site preparation activities have been completed and approximately $700,000 of the original grant remains unspent. The EDA grant would result in infrastructure improvements, including water, sewer and transportation network upgrades to support future industrial and commercial redevelopment onsite as well as within the Industrial Park complex. Specific improvements include: up-sizing sanitary sewer capacity of the Olthoff & DeBaker Gravity Sanitary Sewer line & Sherman Boulevard Gravity Sanitary Sewer line; extending sanitary & water lateral stub outs from Olthoff into project site; as well as undergoing pavement reconstruction of a portion of Keating Avenue which is the last piece of original road in the Industrial Park.

Total estimated project cost is $4,214,000. Applicant match shared requirement is 20% and EDA expects to fund at least 80% of project amount. Matching funds derived from remaining balance of 2018 state grant; approximately $700,000. Estimated engineering costs of $451,500 is a grant-eligible expense. The City is well positioned to leverage this redevelopment opportunity as it will make our region more competitive in attracting new investment and job creation given the site's proximity to water/sewer infrastructure, access to a variety of transportation networks and available workforce.

AMOUNT REQUESTED: $700,000

FUND OR ACCOUNT: 482-91908, State Grants

STAFF RECOMMENDATION: Approve the resolution of support and authorize the Mayor and Clerk to sign and commit to funding the required match if the project is selected.

Motion by Commissioner Rinsema-Sybenga second by Vice Mayor Hood, to approve the resolution of support and authorize the Mayor and Clerk to sign and commit to funding the required match if the project is sealed.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

H. <u>Amendment to the Zoning Ordinance – Marihuana Facilities Overlay District Expansion</u> Planning

SUMMARY OF REQUEST: Staff initiated request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to several other locations.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overly district as presented.

Motion by Commissioner Rinsema-Sybenga second by Commissioner German, to approve the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district not as presented but minus District 1, 2, 3 and 6 – District 4 and 5 for approval.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Gawron, and Hood

Nays: Ramsey, Emory, and Johnson

MOTION PASSES

PUBLIC COMMENT ON NON-AGENDA ITEMS: No public comments were received.

2020-58 CLOSED SESSION:

Attorney/Client Confidential Communication

Motion by Commissioner Rinsema-Sybenga second by Commissioner German, to go into closed session to discuss Attorney/Client Confidential Communication.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to come out of closed session.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to waive confidentiality and release all contents of the Parmenter Law report to the public.

ROLL VOTE: Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Johnson suggested trying to have the next general session meeting in person at Hackley Park or at the Mercy Health Arena, maintaining social distancing, etc., if it can be worked out logistically.

ADJOURNMENT: The City Commission meeting adjourned at 10:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To accept the appointment of Sherri Black to the Downtown Development Authority as a Citizen.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the recommendation of the Community Relations Committee and approve the appointment.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Purchase Agreement 580 Catherine Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to enter into the attached purchase agreement.	
Detailed Summary: 580 Catherine was donated to the city from the family of a deceased resident. Our team rehabbed the home as part of our commitment to create affordable quality home ownership opportunities in the city's neighborhoods. All costs associated with closing the estate and rehabbing the home totaled $95,000. The sales price is $100,000, with the city contributing $4,000 toward closing costs. The gap that exists will be recouped as part of the scattered site brownfield housing program. The gap for this home is our smallest yet – less than 7% - while the sale price is also the lowest yet.	
Amount Requested: None at this time	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager sign the purchase agreement and complete the sale.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#1

DATE: 09/01/2020, _____ (time) MLS # 20032871

SELLING OFFICE: Bellabay Realty BROKER LIC.# _____ REALTOR® PHONE: 616-307-8386

LISTING OFFICE: Coldwell Banker Woodland Schmidt Muskegon REALTOR® PHONE: _____

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   ☐ Agent/Subagent of Seller ☑ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator

   Primary Selling Agent Name: Lauren Maher Email: lauren.bellabayrealty@gmail.com Lic.#: 6501411549

   Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☑ Buyer has received the Seller's Disclosure Statement, dated 8/12/2020. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☑ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
   580 Catherine ave Muskegon 49442
   with the following legal description and tax parcel ID numbers:
   CITY OF MUSKEGON REVISED PLAT 1903 LOT 9 BLK 76

   PP# 612420507600900.

   The following paragraph applies only if the Premises include unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ 100,000
   one hundred thousand U.S. Dollars

7. **Seller Concessions**, if any: $4,000
   four thousand dollars

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

   ☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

   ☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a conventional type 30 (year) mortgage in the amount of 95 % of the Purchase Price bearing interest at a rate not to exceed BEST % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $ negotiable representing repairs required as a condition of financing. Buyer ☑ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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XJG Buyer's Initials FP Seller's Initials 09/02/20

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:

none

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of $ _____ will be payable in monthly installments of $_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately $_____) between the Purchase Price above provided and the unpaid balance (approximately $_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

☑ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property.** All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

All appliances at the time of showing-Including washer and dryer

but does not include:

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11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

none

12. **Assessments (choose one):**
If the Property is subject to any assessments,

☑ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer_____(year);
☐ Buyer ☐ Seller will pay taxes billed winter_____(year);

☑ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears. Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

none

14. **Well/Septic:** Within ten (10) days after the Effective Date, Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector and Seller will have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

none

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

    If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

    Buyer's title to be done through Transnation Title Agency

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

    ☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

    ☑ No survey. Buyer has waived all rights under this paragraph.

    When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

    none

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

    none

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 10/16/2020 An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where Seller will pay the entire closing fee. Exceptions:

    none

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

    ☑ At the completion of the closing of the sale.

    ☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer $ 0 as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

    If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ 200 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

580 Catherine ave, Muskegon, MI 49442 — 09/01/2020
Subject Property Address/Description — Date — Time

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Revision Date 2/2020

X JG Buyer's Initials — Seller's Initials

09/02/20 9:28 AM EDT dotloop verified

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

none

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until _____ (time) on _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 1,000 shall be submitted to Bellabay Realty (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

30. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address_____ X [signature] Buyer

Buyer 1 Phone: (Res.)_____ (Bus.)_____ Jacob Grover
Print name as you want it to appear on documents.

Buyer 2 Address_____ X [ ] Buyer

Buyer 2 Phone: (Res.)_____ (Bus.)_____
Print name as you want it to appear on documents.

31. **Seller's Response:** The above offer is approved: ☑ As written. ☐ As written except:

- Quitclaim deed

- Seller to close at Transnation Title Agency
570 Seminole Rd #102
Muskegon, MI 49444

Counteroffer, if any, expires 9/2/2020, at 9:00 PM (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated no changes (check one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

34. **Listing Office Address:** CBWS Muskegon 131 Seaway Dr Muskegon, MI 49440 Listing Broker License # 6505346469

Listing Agent Name: mary jamieson & Charlotte Barnes-Evans Listing Agent License # 6501294351 & 6501423199

35. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): Frank Peterson dotloop verified 09/02/20 3:39 PM EDT VTP9-LP5O-TKWE-SGRH

City of Muskegon - City Manager, Frank Peterson Is Seller a U.S. Citizen? ☐ Yes ☐ No*
Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time):

Is Seller a U.S. Citizen? ☐ Yes ☐ No*
Print name as you want it to appear on documents.

Seller's Address: 933 Terrace St Muskegon, MI 49440 Seller's Phone (Res.)_____ (Bus) 231- 724-6724

* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

36. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time):

X (Buyer's Signature, Date, Time):

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): Frank Peterson dotloop verified 09/02/20 3:39 PM EDT FZRW-A1FQ-EDEI-V4YX

X (Seller's Signature, Date, Time):

580 Catherine ave, Muskegon, MI 49442 — Subject Property Address/Description
09/01/2020 — Date
Time

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X JG Buyer's Initials

Seller's Initials

FOR SALE BY COLDWELL BANKER
NOT AVAILABLE FOR RENT

hello
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SAMSUNG

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Sale – 271 Merrill Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 271 Merrill to Paul Reichle.	
Detailed Summary: The city constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was $197,464. We also anticipated $11,844 in sales commissions. The accepted purchase price is $188,000. The City will also construct a wooden stockade fence in the rear of the home at a cost of approximately $5,000. The total amount requiring brownfield gap financing will be approximately $14,500. The 7.3% gap is larger than the 3.5% gap from the sale of 395 Houston, but still significantly smaller than the gap anticipated in the Brownfield Plan, and also significantly smaller than gap in the initial phase of the in-fill project (Midtown Square).	
Amount Requested: None at this time	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to complete the sale of 271 Merrill Ave, as described in the purchase agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#_____

DATE: 08/31/2020, 11am (time) MLS # 20021920

SELLING OFFICE: Five Star Real Estate - Jim Shull BROKER LIC.# 6505276328 REALTOR® PHONE: 231-740-4858

LISTING OFFICE: Dream Home Realty Group Inc - Brent Cox REALTOR® PHONE: 616-717-1220

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   ☐ Agent/Subagent of Seller ☑ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator

   Primary Selling Agent Name: Jim Shull Email: shullsellshomes@gmail.com Lic.#: 6502373677

   Alternate Selling Agent Name:_____ Email:_____ Lic.#:_____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☑ Buyer has received the Seller's Disclosure Statement, dated 06/11/2020. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:_____
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☑ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
   271 Merrill Avenue Muskegon, MI 49441
   with the following legal description and tax parcel ID numbers:
   CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLK 387

   PP# 6124205387000500.

   The following paragraph applies only if the Premises include unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number)_____division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before_____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ $188,000
   one hundred eighty-eight thousand U.S. Dollars

7. **Seller Concessions**, if any: NA
   NA

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

   ☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

   ☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 90 % of the Purchase Price bearing interest at a rate not to exceed 5.00 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 03 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $ NA representing repairs required as a condition of financing. Buyer ☑ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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PAR 08/31/20 Buyer's Initials PP 09/01/20 Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

$_____upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of $ _____ will be payable in monthly installments of $_____or more including interest at_____% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable_____months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately $_____) between the Purchase Price above provided and the unpaid balance (approximately $_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☑ OTHER:

Buyer to pay an administration fee to Five Star Real Estate broker of $395 at the closing of the transaction.

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

☐ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☑ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: 10930 Corral Drive, Ravenna 49451. *** PA Date was 8/20/20, No Inspections, Appraisal was 8/21. Est Closing 9/20/20.
A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before_____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property.** All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

All kitchen appliances as seen in home on 08/21/2020.

but does not include:

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11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

NA

12. **Assessments (choose one):**
If the Property is subject to any assessments,

☑ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer_____(year);
☐ Buyer ☐ Seller will pay taxes billed winter_____(year);

☑ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

NA

14. **Well/Septic:** Within ten (10) days after the Effective Date, Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector and Seller will have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

NA

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

    If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

    _____

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

    ☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

    ☑ No survey. Buyer has waived all rights under this paragraph.

    When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

    NA

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

    NA

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 10/02/2020 An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where Seller will pay the entire closing fee. Exceptions:

    NA

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

    ☑ At the completion of the closing of the sale.

    ☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer $ $0.00 as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

    If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ $150.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

NA

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 8PM (time) on 09/01/2020; TUESDAY (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ $2,000 shall be submitted to Clearstream Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**
The seller will construct a wood 6 foot dog eared fence as shown on the attached addendum/survey but with no gate and at the front of the property it will have to built to city ordinance (3'tall from homefront to sidewalk)

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

30. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address 10930 Corral Drive, Ravenna, MI 49451 X Paul A Reichle dotloop verified 08/31/20 9:03 PM EDT EPAH-ZOLC-8HP0-BKKC **Buyer**

Buyer 1 Phone: (Res.) 231-425-6949 (Bus.) _____ Paul A Reichle
Print name as you want it to appear on documents.

Buyer 2 Address _____ X _____ **Buyer**

Buyer 2 Phone: (Res.) _____ (Bus.) _____ _____
Print name as you want it to appear on documents.

31. **Seller's Response:** The above offer is approved: ☑ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated 06/11/2020 (check one): ☑ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

34. **Listing Office Address:** Dream Home Realty Group Inc Listing Broker License # _____

Listing Agent Name: Brent T Cox Listing Agent License # _____

35. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): Frank Peterson dotloop verified 09/01/20 8:46 AM EDT KHX6-Z2TI-CK7Z-DZS2

_____ Is Seller a U.S. Citizen? ☑ Yes ☐ No*
Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

_____ Is Seller a U.S. Citizen? ☐ Yes ☐ No*
Print name as you want it to appear on documents.

Seller's Address: 271 Merrill Avenue, Muskegon Seller's Phone (Res.) _____ (Bus) _____

* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

36. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

271 Merrill Avenue, Muskegon, MI 49441 — Subject Property Address/Description
08/31/2020 — Date
_____ — Time

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FP 09/01/20 8:46 AM EDT dotloop verified _____ Seller's Initials

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS #20021920 Date: 08/24/2020 (time)

Selling Office Five Star Real Estate - Jim Shull, REALTOR® Phone 231-740-4858 Email

Listing Office Dream Home Realty Group Inc - Brent Cox, REALTOR® Phone 616-717-1220 Email brent@dusendanghomes.com

1. Addendum # to Purchase Agreement dated 08/24/2020 covering property at

   271 Merrill Avenue, Muskegon, MI 49441

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

   - Remove abandoned vehicle, just feet off property line at 1288 5th St., Prior to closing
   - Construct a dog-eared 6' tall privacy fence around perimeter of parcel, as shown on attached survey, Prior to closing
   - Repair any punch list items identified during the 1st 10 days / in writing, Prior to closing (eg: loud c/air, living rm ceiling fan/remote not op property)

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

   Date 08/31/2020

   Paul A Reichle — dotloop verified 08/31/20 9:03 PM EDT 7KBL-T2YU-K2CP-DEUZ — Buyer

   X _____ Buyer
   (Note: Please sign as you wish your name to appear on final papers.)

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

   Date 09/01/2020

   X _____ Seller
   (Note: Please sign as you wish your name to appear on final papers.)

   X _____ Seller
   (Note: Please sign as you wish your name to appear on final papers.)

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SITE PLAN

FOR: Dave Dusendang
Dusendang Homes
3265 Walker Ave NW Suite D
Grand Rapids, MI 49544

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS
7402 Main Street
Jenison, MI 49428
Phone: 616.457.7050
www.feenstrainc.com

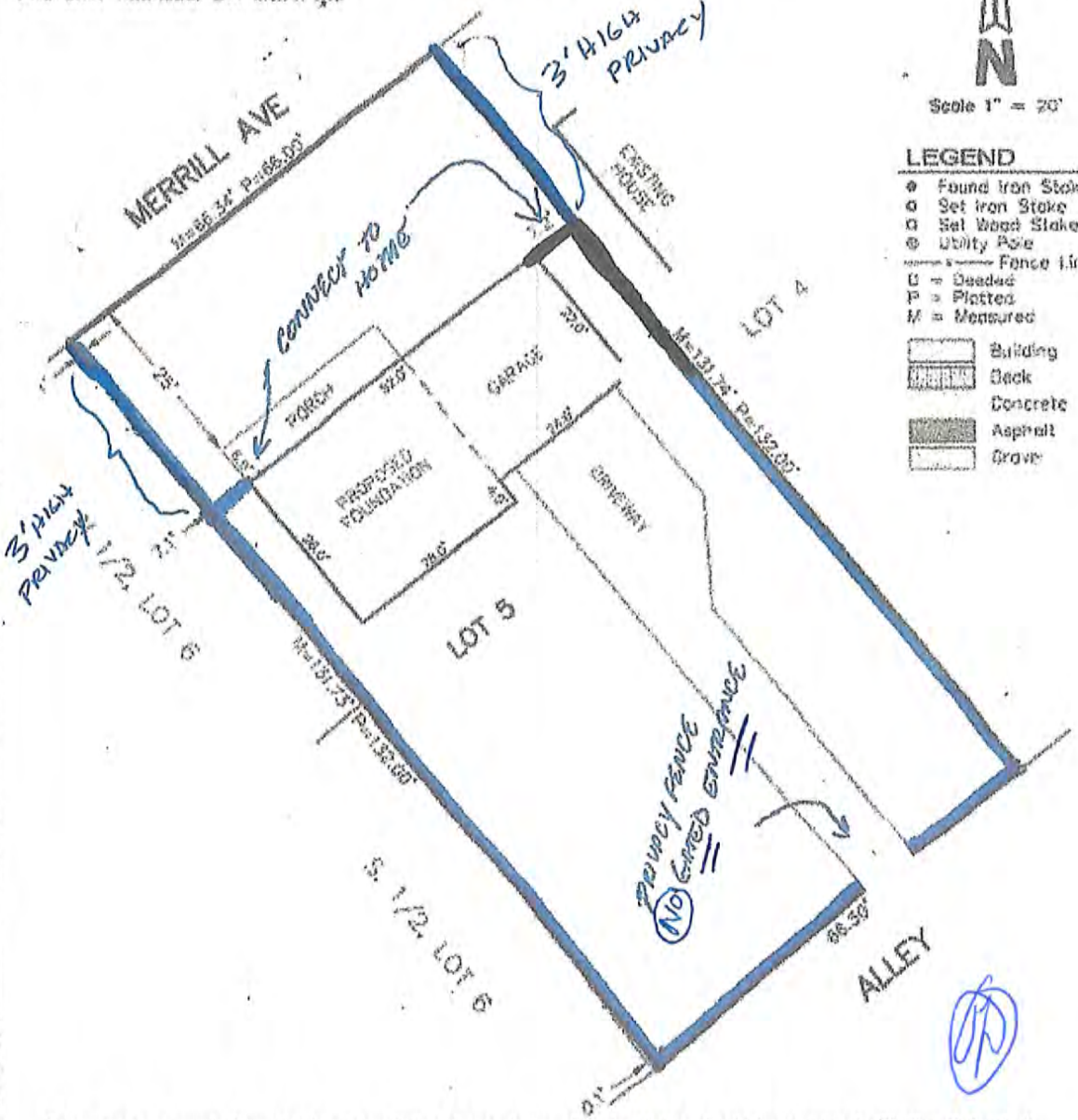
File
190289

Date
10-29-2019

DESCRIPTION: Lot 5, Block 3R7, Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, Section 19, T10N, R16W.

NOTE: The location of the proposed house including required building setbacks and elevations should be approved by the governing agency prior to staking or start of construction.

PROPERTY ADDRESS: 271 Merrill Ave



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Reeths Puffer Hockey Lease
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval amend the shared use agreement with Reeths Puffer's varsity hockey team as presented.	
Detailed Summary: The agreement extends the relationship with RP Hockey through the 2024-25 season and cleans up some items from the original lease. The lease rate will be paid in two payments, totaling $26,000 in year 1, and rising slightly in subsequent years.	
Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the change order.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

FIRST AMENDMENT TO
LOCKER ROOM AND ICE RENTAL AGREEMENT

This First Amendment to Shared Use Agreement ("Agreement") dated effective November 1, 2020, is entered into between the **City of Muskegon,** a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **Reeths-Puffer Schools**, of a Michigan Public School District (ID 61220), of 991 West Giles Road, Muskegon, Michigan 49445 ("RP Rockets") (collectively the "Parties").

Background

The Parties entered into a Shared Use Agreement dated Effective July 1, 2015 ("Agreement"), and desire to amend the Agreement as set forth below.

Therefore, the Agreement is amended as follows:

1. **Paragraph 1. Leased Premises.** Paragraph 1 is deleted in its entirety and replaced with the following:

Leased Space. Parties agree that RP Rockets have exclusive use of the locker room as defined in Exhibit A.

2. **Paragraph 2. Parking.** Paragraph 2 is deleted in its entirety and replaced with the following:

Parking. Parties agree that RP Rockets have no dedicated parking spaces. RP Rockets players, coaches, and volunteers shall have access to the same parking spaces generally available to other arena users.

3. **Paragraph 3. Logger Hockey's and RP Rocket's Build-Out Obligations.** Paragraph 3 is deleted in its entirety and replaced with the following:

Buildout Obligations. Parties agree that RP Rockets shall be responsible for all buildout and maintenance within the Leased Space.

4. **Paragraph 4. Term.** Paragraph 4 shall be amended to a term beginning July 1, 2020 and Ending June 30, 2025:

5. **Paragraph 5. Leased Space Rent.** Paragraph 5 is deleted in its entirety and replaced with the following:

Leased Space Rent. Rent payments and due dates will be as follows:

November 1, 2020*	$13,000
March 1, 2021*	$13,000
November 1, 2021	$13,325
March 1, 2022	$13,325
November 1, 2022	$13,660
March 1, 2023	$13,660
November 1, 2023	$14,000
March 1, 2024	$14,000
November 1, 2024	$14,350
March 1, 2025	$14,350

*In the event that RP Rockets cannot complete the 2020-2021 hockey season because of COVID-19 related restrictions, the November 1, 2020 and March 1, 2021 rent payments shall be reduced to $1,500 respectively.

6. **Paragraph 6. Additional Rent for RP Rockets' Build-Out Obligations.** Paragraph 6 is deleted in its entirety.

7. **Paragraph 8. Ice Rental Rates (November-March).** Paragraph 8 is amended to reflect Practice Ice and Game Ice is included in the leased space rent.

8. **Paragraph 10. Marketing and Branding Opportunities.** Paragraph 10 is deleted in its entirety.

9. **Paragraph 11. Merchandising.** Paragraph 11 is deleted in its entirety.

10. **Paragraph 12. Concessions.** Paragraph 12 is deleted in its entirety.

11. **Paragraph 13. Additional Training Opportunities.** Paragraph 13 is deleted in its entirety and replaced with the following:

Additional training Opportunities. Parties agree that RP Rockets shall have basic access to Peak Training Academy. Each member of the team must register with Peak Training Academy and meet the same membership requirements as other Peak Training Academy members. Access to the skating treadmill must be arranged directly with Mercy Health.

12. **Paragraph 17. Fundraising.** Paragraph 17 is deleted in its entirety.

13. **Entire Agreement**. This Amendment contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

14. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature delivered by a party by fax or email will be deemed to be an original signature.

15. **Full Execution**. This Amendment requires the signature of both parties. Until fully executed, on a single copy or in counterparts, this Amendment is of no binding or effect and if not fully executed, this Amendment is void.

The Parties hereto have executed this Agreement on the dates set forth below.

City of Muskegon

By: _____
Name: Stephen Gawron
Title: Mayor
Date: _____

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____

Reeths Puffer

By: _____
Name: Tony Schmitt
Title: Athletic Director
Date: _____

By: _____
Name: Bill Zalba
Title: Varsity Coach
Date: _____

LOCKER ROOM AND ICE RENTAL AGREEMENT

This Locker Room and Ice Rental Agreement (the "Agreement") is entered into effective on May 4, 2015, between **Logger Hockey, LLC**, a Michigan limited liability company, of 470 West Western Avenue, Muskegon, Michigan 49440 ("Logger Hockey") and **Reeths-Puffer Schools**, a Michigan Public School District (ID 61220), of 991 W. Giles Road, Muskegon, Michigan 49445 ("RP Rockets") (collectively, the "Parties") with reference to the following facts:

A. Logger Hockey manages, promotes and maintains the L.C. Walker Arena and Conference Center located at 470 West Western Avenue, Muskegon, Michigan 49440 ("Arena") pursuant to a certain City of Muskegon Operations Management Contract L.C. Walker Arena and Conference Center dated effective January 27, 2009, as amended by that certain First Amended and Restated City of Muskegon Operations Management Contract L.C. Walker Arena and Conference Center dated July 1, 2011.

B. Logger Hockey desires to lease to RP Rockets, for use by the RP Rockets Varsity Hockey Team (the "RP Hockey Team"), a designated locker room within the Arena, and to rent to RP Rockets ice times for the RP Hockey Team practices and games in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. **Leased Premises.** Logger Hockey agrees to lease to RP Rockets, and RP Rockets agree to rent from Logger Hockey, for the exclusive use of the RP Hockey Team, that portion of the Arena commonly known as "Locker Room A," and an area near Locker Room A designated for laundry facilities and a skate sharpener, and the non-exclusive use of a coaches' meeting room within the Arena (collectively, the "Leased Space"), subject to the terms and conditions of this Agreement. Rental of the Leased Space shall be understood to include use of the ice rink, and non-exclusive use of the common areas (seating areas, restrooms, concourse, etc.), sound system and microphone, hockey goals, scoreboard and controls, lighting and janitorial services. Use of any office space, concession area, or other areas within the Arena not identified in this Agreement shall not be included within the rental of the Leased Space.

2. **Parking:** For no additional consideration, Logger Hockey shall provide two parking spaces in "Lot A" to RP Rockets' authorized personnel, on any day the RP Hockey Team practices or hosts a game at the Arena. Lot A is the parking lot adjacent to the rear of the Arena. No parking fee will be charged by Logger Hockey (or the City) for any RP Rockets home hockey games.

3. **Logger Hockey's and RP Rockets' Build-Out Obligations.** The respective build-out obligations of RP Rockets and Logger Hockey related to the Leased Space are set forth on attached Exhibit A.

4. **Term.** The term of this Agreement shall be five (5) years beginning on July 1, 2015, and ending on June 30, 2020, unless sooner terminated as provided herein. Provided that both parties remain interested in continuing to rent the Leased Space at the expiration of the term, the Parties shall work together to enter into an extension of this Agreement upon mutually agreeable terms.

5. **Leased Space Rent.** RP Rockets shall pay Logger Hockey annual rent for the Leased Space in the amount of Three Thousand Three Hundred and 00/100 Dollars ($3,300.00), which shall be paid in equal monthly installments of Two Hundred Seventy-Five and 00/100 Dollars ($275.00). Monthly rent payments shall commence on October 1, 2015, and be made no later than the same day each month thereafter for the balance of the term. Any monthly rent payment not paid within ten (10) days of the date due shall be subject to finance charges at the rate of the lesser of one percent (1%) per month (12% annually) and the interest rate provided pursuant to MCL 438.31 from the due date until paid in full. Monthly rent shall be deemed late if not paid within thirty (30) days after the due date. Any rent not paid within five (5) days after receipt of notice from Logger Hockey that a monthly rent payment is late shall be deemed to be an event of default, and in such event, Logger Hockey shall be entitled to the remedies provided herein below. Notwithstanding the foregoing, if RP Rockets elects to pay rent in annual lump sum payments, annual rent shall be reduced to $3,000. For this option to apply, the annual rent lump sum payment must be received by Logger Hockey no later than October 1st of each year of the term.

6. **Additional Rent for RP Rockets' Build-Out Obligations.** The build-out obligations of RP Rockets are identified on attached Exhibit A. It is anticipated that the cost of the build-out shall be *approximately* $12,000. It is agreed between the parties that Logger Hockey shall advance the funds for the actual total cost of the build-out, which amount shall be repaid to Logger Hockey in equal monthly installments over the sixty (60) month term of this Agreement ("Additional Rent"). Interest on the balance advanced shall accrue interest at the lowest applicable federal rate mid-term loans as of March 2015 (1.46%). Once the build-out costs have been finalized, the parties shall prepare an amortization schedule based upon the above-interest rate and sixty (60) month repayment term ("Repayment Schedule"). RP Hockey shall make Additional Rent payments each month along with monthly rent. As is the case with annual rent for the Leased Space, if RP Rockets elects to pay Additional Rent in annual lump sum payments, the above repayment schedule shall be based upon the above interest rate and a five-year repayment term. For this option to apply, the Additional Rent lump sum payment must be received by Logger Hockey no later than October 1st of each year of the term.

7. **Use of Ice Rink (November-March).** During the term of this Agreement, RP Rockets agrees to rent and Logger Hockey shall provide to RP Rockets, for the exclusive use by the RP Hockey Team, the ice rink from 4:15 p.m. to 5:35 p.m. (80 Minutes) a minimum of three times (Monday-Thursday) and as many as five times (Monday-Saturday), if needed ("Practice Ice"), all at mutually agreed upon times. Additionally, all RP Hockey Team home games will be scheduled (12-15 in total) at mutually agreeable times utilizing 120 minutes of ice time to accommodate (for warm-up, three 18-minute stop-time periods, and two 12-minute intermissions which will include an ice resurface (between 1st and 2nd period and between 2nd and 3rd period) and ice set) ("Game Ice"). In the event the RP Hockey Team requires additional use of Practice Ice in preparation for the MHSAA State Playoffs, Logger Hockey shall make every effort to accommodate those needs. After the RP Hockey Team advises Logger Hockey of the dates of additional Practice Ice needed, Logger Hockey agrees to reserve those dates until such time as it has been notified that the Practice Ice is no longer needed.

All Practice Ice and Game Ice rental time periods include ten (10) minutes for each ice resurface, which is included in the ice rink rental rate, described below in Section 7.

8. **Ice Rental Rates (November-March).** The ice rink rental rates to be paid by RP Rockets shall be as follows:

Practice Ice:	$185 per hour
Game Ice:	$225 per hour

Each year, RP Rockets and the RP Hockey Team shall conduct a scheduling meeting as soon as the RP Hockey Team's season schedule has been determined (but no later than August 1st of each year) in order to finalize the Practice Ice and Game Ice dates for the upcoming hockey season. Logger Hockey shall invoice RP Rockets for only *actual* ice utilization based upon the ice times reserved at the scheduling meeting, it being understood and agreed that all such invoices shall be adjusted up or down, as the case may be, based upon changes to the schedule established at the annual scheduling meeting.

9. **Game Nights Staffing Support.** At no cost to RP Rockets, Logger Hockey agrees to provide the following staffing and personnel support for each RP Hockey Team home game:

a. Two Arena maintenance professionals to assist with ice resurfacing, building operations, and any and all ice surface maintenance or repair;
b. Access to in-house speaker system for the RP Hockey Team's public address announcer and DJ;
c. Use of main (center ice) scoreboard;
d. One (1) camera operator to project on-ice action on the main center ice video board; and
e. The L.C. Walker Conference Room or other "like" room will be made available to personnel authorized by RP Rockets' School Superintendent, Athletics Director or designated representative for RP Rockets' exclusive use sixty (60) minutes prior to the start of a game and thirty (30) minutes after the conclusion of the game.

10. **Marketing and Branding Opportunities.** As an inducement for RP Rockets to enter into this Agreement, Logger Hockey shall provide RP Rockets the following In-Arena Advertising and Sponsorship Inventories ($6,500 value):

a. One (1) 30" x 120" rink board (dasher);
b. Two (2) 10" x 20" banners in main bowl in mutually agreeable location (tentative location to be along the Western Ave. side of Arena);
c. Tabling at up to five (5) Muskegon Lumberjacks home games to include table and two chairs for any authorized RP Rockets event or activity;
d. Link to the L.C. Walker Arena website; and
e. RP Hockey Team featured in an in-arena main "lobby case" or "main bowl" display.

Logger Hockey shall be responsible for all costs and expenses related to the production and installation of all static signage.

11. **Merchandising.** RP Rockets shall pay Logger Hockey 10% of the gross sales of all RP Rockets merchandise sold at the Arena during any RP Hockey Team home games. The Parties will work together and conduct a monthly reconciliation and payment of amounts owed to Logger Hockey.

12. **Concessions.** Logger Hockey shall pay RP Rockets 10% of the gross sales of all food and beverages sold during RP Hockey Team home games. The Parties will work together and conduct a monthly reconciliation and payment of amounts owed to RP Rockets.

13. **Additional Training Opportunities.** The RP Hockey Team may elect to take advantage of the following training opportunities during designated hours:

a. The Puck-Shooting Training Range currently located in the Arena Annex for $40 per month for the entire RP Hockey Team ($160 per hockey season – October through March) ("Training Range Fee"); and

b. The Workout Room in the Arena for $40 per month for the entire RP Hockey Team ($160 per hockey season – October through March) ("Workout Room Fee").

Each member of the RP Hockey Team who elects to use the Training Range and/or Workout Room, and the team's coach, shall be required to sign a waiver. The Training Range Fee and Workout Room Fee are subject to change should a conversion or new tenant occupy the Annex Space or the Workout Room. In such event, Logger Hockey shall use its best efforts to achieve from the new tenant, for the benefit of members of the RP Hockey Team, the most favorable Training Range Fee and Workout Room Fee possible.

14. **L.C. Walker Conference Room.** At no charge to RP Rockets, The L.C. Walker Conference Room or suitable space will be made available for instruction or study by members of the RP Hockey Team on non-game dates (if available) at the request of School Superintendent, Athletic Director, or Head Coach.

15. **Building Access.** Logger Hockey shall provide RP Rockets three keys to access the Arena using the rear doors along Shoreline Avenue, and three keys to access the RP Hockey Team locker room and utility room (i.e. laundry-skate sharpener area) (unless the access keys provided for the Arena are the same as the utility room). Additionally, the Arena Manager and Assistant Manager will retain a key to the locker room should authorized personnel need access. Logger Hockey will make available replacement keys at $25 per key.

16. **Four-Season Opportunities.** The goal of Logger Hockey is to provide year-round ice and facility operations. Depending on availability, RP Rockets (including authorized RP Rockets administrators, coaches, and athletes) will be provided the opportunity to purchase ice time (April through October) at the rate of $135 per hour.

17. **Fundraising.** RP Rockets will be provided the opportunity to host up to three (3) 50/50 Fundraising Evenings at Muskegon Lumberjacks home games each year of this Agreement. The team would retain 50% of fundraising "earnings" during these evenings. Players and coaches would receive complimentary tickets to the games, and family members would receive tickets at "group rates." RP Rockets will be provided with seven (7) dasher board locations (8') to sell to sponsors. RP Rockets will collect and retain 70% of dasher board revenues and pay L.C. Walker 30% of revenues generated. L.C. Walker will be responsible for signage production and installation. L.C. Walker will provide RP Rockets with a complete list of available sponsorship inventories (and rates) by June 30 of each year that RP Rockets can use to market to sponsors. Logger Hockey shall share additional opportunities to assist with RP Rockets' fundraising goals on a regular basis.

18. **Emergencies/Special Circumstances.** Logger Hockey reserves the right to cancel at any time any scheduled rental time due to emergencies or special circumstances. In the event of such cancellation, a mutually satisfactory alternative time and date will be substituted, where possible, for the cancelled time.

19. **Rules & Regulations.** It is acknowledged and agreed by the Parties hereto that the rules and regulations that are posted in and about the Arena, as amended from time to time by Logger Hockey, shall be incorporated into this Agreement and RP Hockey agrees to abide by them in its use of the Arena. Logger Hockey agrees to conduct its activities within the Arena during all times that RP Hockey conducts an MHSA governed activity, with the rules and regulations of MHSA.

20. **Insurance.** RP Rockets shall, at RP Rockets' sole cost and expense, obtain and maintain liability insurance necessary to protect RP Rockets and Logger Hockey from all claims for damages to property and persons related to the use of the Arena and the Leased Space, including but not limited to commercial general liability insurance. Such liability insurance shall provide limits of not less the One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for each bodily injury, property damage and personal injury. Logger Hockey shall be named as an additional insured in any such policy, and RP Rockets shall furnish to Logger Hockey certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage required hereunder. Such certificates or other documentation shall include a provision whereby Logger Hockey must receive not less than thirty (30) days notice prior to any coverage cancellation or any material change in coverage. Any such cancellation or material change in coverage shall not relieve RP Rockets of the continuing obligation to maintain insurance coverage in accordance with this Agreement.

21. **Default.** The violation of any term, provision or condition of this Agreement by RP Rockets, including the failure to pay any amounts owed to Logger Hockey within the cure period provided for in Paragraph 5, shall be deemed an event of default. Notwithstanding the foregoing, prior to declaring a default, Logger Hockey agrees to provide RP Hockey with a written notice of default, specifying the nature of the default, and what actions are required to be taken by RP Hockey to cure the default. RP Hockey shall have five (5) days thereafter to cure the default. In such event, Logger Hockey may suspend RP Rockets' continued use of the Arena and Leased Space until such time as RP Rockets cures the default, or Logger Hockey may terminate this Agreement. Any such termination shall not waive Logger Hockey's right to recover damages from RP Rockets for any failure to comply with the terms of this Agreement. The acceptance of any monies due to Logger Hockey for any period or periods after a violation of any term, provision or condition of this Agreement by Logger Hockey shall not be deemed a waiver of such violation by RP Rockets. Upon the expiration or early termination of this Agreement, RP Hockey shall be permitted to remove all personal property and removable equipment owned by RP Hockey from the Arena, which removal shall occur within a reasonable time following expiration or termination.

22. **Assumption of Risk.** All RP Rockets and all prospective hockey players that access or use the Arena under or pursuant to this Agreement for any purpose hereby for himself or herself, individually, expressly assumes all risks and dangers incidental to such intended use. These risks and dangers include, but are not limited to, the danger of being injured while on the ice surface, pucks, hockey sticks, other players or skaters, skates, training apparatus, nets, boards, or any other element incidental to the use of the Arena by RP Rockets, and all of its hockey players, prospective hockey players, guests, invitees of RP Rockets that access or use the Arena under or pursuant to this Agreement for any purpose. This provision shall survive the expiration or earlier termination of this Agreement.

23. **Assignment and Subletting.** RP Rockets shall not assign this Agreement, or any right or obligation under this Agreement, nor sublet any ice time reserved by RP Rockets, without the prior written consent of Logger Hockey, which consent may be withheld in Logger Hockey's sole discretion. In the event that Logger Hockey no longer manages the Arena, Logger Hockey agrees to assign this Agreement to any successor manager of the Arena, which shall agree to assign this Agreement to any future successor manager. Logger Hockey shall provide written notice of any such assignment to RP Rockets, identifying the new party.

24. **Amendment and Waiver.** This Agreement may be amended only in writing signed by both parties. The provisions of this Agreement may be waived only in writing signed by the party waiving compliance. The failure of any party at one time to require performance of any provision of this Agreement shall not affect the right of that party at a later time to enforce the provision. No waiver by any party of a breach of any provision in any one or more instances shall be deemed to be an amendment or a continuing waiver of the provision.

25. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

26. **Jurisdiction and Venue.** Any dispute under this Agreement shall be resolved in accordance with the laws of the State of Michigan, including with respect to jurisdiction and venue.

27. **Severability.** If any provision of this Agreement is held to be contrary to law or otherwise unenforceable, in whole or in part, then such provision shall be modified and amended to the extent necessary to be enforceable to the maximum extent permitted by applicable law and if such modification or amendment is not possible, then the offending provision shall be severed from and shall not affect the remaining terms of this Agreement, which shall be interpreted as if the unenforceable provisions were absent from this Agreement.

28. **Title and Headings.** Titles and headings are inserted in this agreement for referenced purposes only, and must not be used to interpret the Agreement.

29. **Entire Agreement.** This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

The Parties hereto have executed this Agreement on the dates set forth below.

Logger Hockey – Logger Hockey, LLC

By: _____
Name: John Vanbiesbrouck
Title: General Manager
Date: May 7, 2015

RP Rockets – Reeths-Puffer Schools

By: _____
Name: Steve Edwards
Title: Superintendent
May 7, 2015

By: _____
Name: Tony Schmitt
Title: Athletic Director
May 7, 2015

Assignment of Agreement

In the event of any assignment of the above Agreement by Logger Hockey pursuant to Paragraph 23 above, the City of Muskegon agrees to require any assignee of Logger Hockey to assume the obligations of Logger Hockey thereunder.

City of Muskegon

By: _____
Name: Franklin Peterson
Title: City Manager
May 8, 2015

Exhibit A
Locker Room Specifications

- **Locker Room:** Approximately 1,000 Sq. Ft.
  - Logger Hockey shall provide the following within Locker Room A:
    - Three Showers
    - One Toilet
    - One Urinal
    - Three Keys
    - Rubber Matted Flooring and/or Carpet
    - Electrical Outlets
    - Coaches' Meeting Room (Location TBD)
    - Utilities (Heat, Water, A/C)
  - RP Rockets (through the Reeths-Puffer Schools) shall be responsible to reimburse Logger Hockey for all costs incurred related to Logger Hockey providing and performing the following in accordance with the repayment schedule set forth in Paragraph 6 of the Agreement:
    - Locker Stalls. Logger Hockey will use its own employees to install the lockers provided by RP Rockets.
    - Stick-Racks
    - Painted Room
    - Custom Carpet
  - RP Rockets (through the Reeths-Puffer Schools) shall be responsible for*:
    - Furnishing Coaches' Meeting Room
    - Providing TV and Cable Service. If requested, Logger Hockey shall run cable wire to Locker Room A and RP shall pay all related costs incurred by Logger Hockey.
    - Painting Locker Room to own specification
    - Installing Custom Carpet

* If requested by RP Rockets, Logger Hockey shall assist with obtaining bid quotes, installations and/or supervision in connection with RP Rockets' performance of the above tasks.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Arena Marquee Change Order 1
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City Commission Originally approved the marquee replacement in conjunction with the failure of the LED Marquee. Staff is seeking approval of change order #1 to add an additional $19,875.98 to the project cost.	
Detailed Summary: City Commission Originally approved the marquee replacement in response to the failure of the 20+ year old LED Marquee. We received four bids and accepted the lowest bid from Vizidef for $65,888. The next lowest bidder was Advanced Signs at $86,616. As we worked through the process, we decided to adjust the marquee to also advertise for the new convention center – this was done to limit the number of signs on Shoreline Drive. Additionally, we learned that there would be some structural changes so the site to accommodate the new/heavier sign. The additional $19,875.98 will be shared with the convention center project. The new total project cost of $85,763.98 is still lower than the second lowest bidder's original bid from the January 14, 2020 City Commission meeting. Construction is taking place the week of Labor Day, and likely will be underway by the time the Commission formally approves this request.	
Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the change order.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

vizidef

Change Order
Revision-01 Signed

4751 3 Mile Road NW
Suite A
Grand Rapids MI 49534
(616) 710-1247
support@vizidef.com

Proposal for: City Of Muskegon

Solution Proposed:	New LED Wall and Marquee Face Lift REV 01
Proposal #:	19-VDi-4822
Date:	8/19/2020
Quoted By:	Ward LaDuke ward@vizidef.com
Customer Address:	933 terrace street Muskegon mi 49443
Customer Contact:	Mike McCall
Phone:	(231) 799-7000
Email:	mmccall@muskegonlumberjacks.com

Solution Configuration:

This quote includes standard ground shipping and/or freight costs as estimate only, actual shipping billed with final invoice.

A formal Scope of Work will be provided once the design is discussed and fine tuned to meet the expectation for the space.

This proposal encompasses a New LED Message Board and updates to the Marquee for Muskegon Arena

Project Address:
470 W Western Ave Muskegon MI 49440

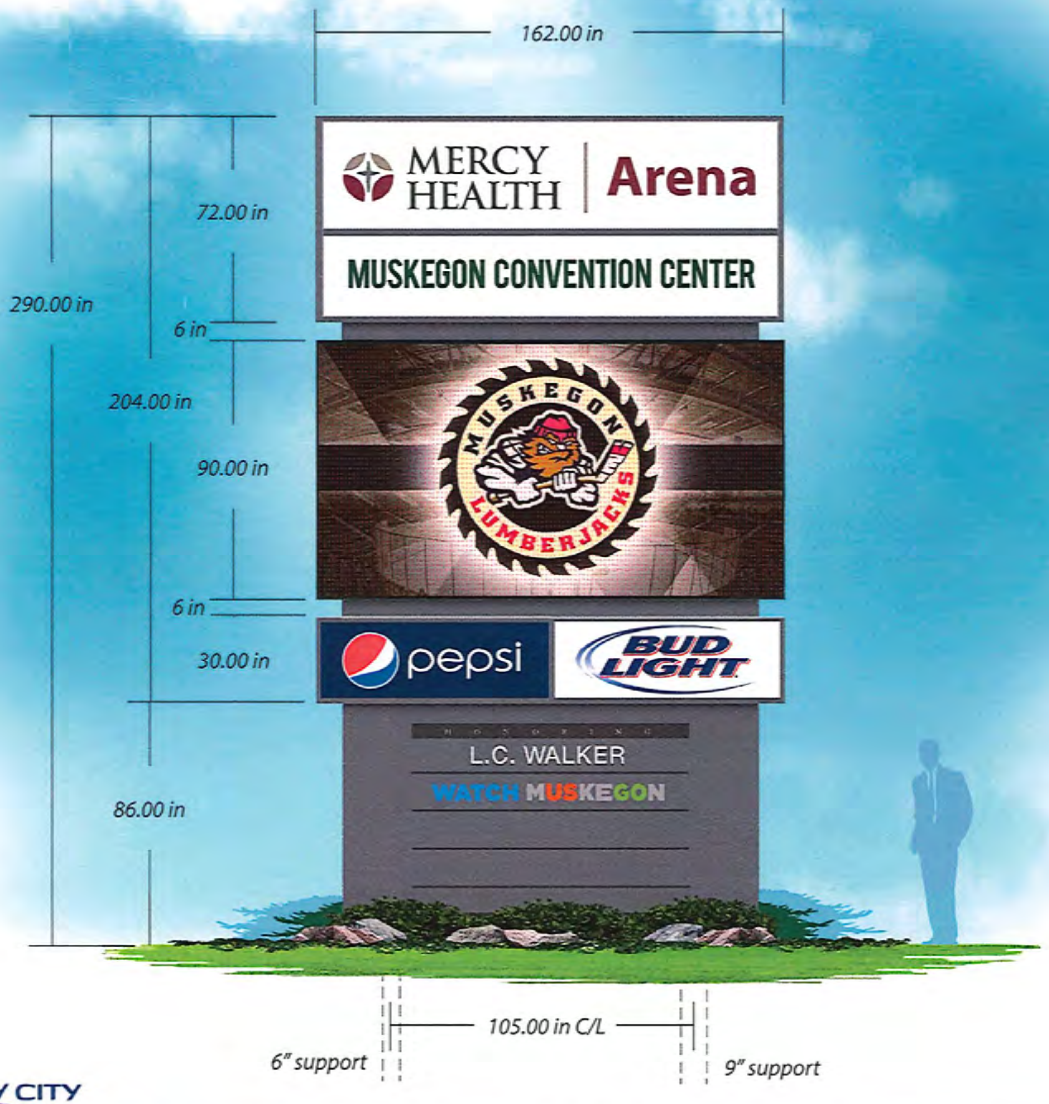
Itemized List:

Qty.	Product Description	Unit Price	Ext. Price
	New LED Wall and Marquee Face Lift REV 01		
	New LED Electronic Messace Center 14.25' W x 7.41' H		
1	FS10 SMD LED Display - 4343mm W x 2260mm H (14.25' W x 7.41' H) Dual Sided Back-To-Back LED Wall System >7500nits Brightness, Front Serviceable Cabinet • Uniform color and high contrast ratio, bringing up fresh and natural image • Low power consumption and fine heat release • Super wide viewing angle increasing its value by covering more audience 160o (Horizontal), 160o(Vertical) • No deformation under sunlight by the use of anti-UV modules • Long service time and low attenuation by applying duel channels for heat dissipation • High protection grade of IP65 achieved by applying duel channels for heat dissipation • High protection grade of IP65 achieved by patented mask design with waterproot and dustproof fucntion • Safe and reliable operation ensured by stable signal and power supply • NovaStar video processing and NovaCare comprehensive status monitoring hardware included • NovaStar LED Wall procesor included • Ubiquiti WiFi Trantmit/Receive Bridge between building and marquee • Eaton power distribution for both sides, 1 - 20amp circuits required per side • EMI RFI Power Line Filter and Lightning Protection Surge Protector • 5 Year Zero-Failure Warranty on LED Components • 3 Year Warranty on Power Supplys, receiving cards, cables and other supporting hardware • Vizidef Maintenance & Support Services are available	$28,436.36	$28,436.36
	Main Marquee Upgrade Original Option #1		
1	Valley City Sign: • Retro top sign to have new retainers and new flex faces. (industry best) • Change sign to be internally illuminated with all LED lighting, (3 yr parts / labor warranty) • Remove existing lower signs, Fab and prep and help install new msg centers, filler pcs. • All parts and Labor included	$28,482.00	$28,482.00
	Main Marquee Upgrade New Revision Request Addition		

1	Valley City Sign: * 290"h x 182"w Overall sized D/F pylon sign * 72"h x 162"w or 182"w x 24"d +/- Top cabinet * Panagraphics faces * Mercy Health Arena * Muskegon Convention Center - 50'L * 90"h x 162"w Vizidef electronic message center * 30"h x 162"w Lower cabinet * Lexan faces * Pepsi * Bud Light * Cabinets internally illuminated with white LEDs * Paint two (2) colors, Vinyl five (5) colors * Digital print logos * 86"h x 144"w x 16"d +/- aluminum base * Existing posts	$19,413.33	$19,413.33
	Vizidef Implementation		
1	Implementation to include but not limited to project coordination, cost calculations/site survey, installation materials, travel, offsite fabrication/quality check, onsite installation, engineering, programming, CAD drawings, and clerical support.		$7,966.63
1	Estimated Shipping & Handling		$1,465.65

Pricing is valid for 30 days

Equipment Total:	$	76,331.70
Tax:	$	-
S&H:	$	1,465.65
Service Support:	$	7,966.63
Total:	$	**85,763.98**



VALLEY CITY SIGN
5009 West River Drive | Comstock Park, MI 49321 | Ph 616.784.5711 | Fx 616.784.8280 | www.valleycitysign.com

CUSTOMER SIGNATURE: _____ **DATE:** 8.31.2020

The designs, details and plans represented herein are the property of Valley City Sign; specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. They are not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of these designs (except registered trademarks) remain the property of Valley City Sign. Colors represented are being viewed by various web browsers, computer monitors and printers, therefore an exact representation of colors shown cannot be guaranteed via these methods. For true color matching, please request a material sample.

PROPERTY OF VALLEY CITY SIGN

CONCEPT

DRAWING #171,770F

SCALE: 3/16" = 1'-0"

ONE (1) **EXISTING** D/F ILLUMINATED PYLON SIGN TO BE REFURBISHED

PROJECT: **Vizidef - Mercy Health Arena**

PHOTOSCAN (S): **No**	DESIGNER: **JV**
DATE: **8.17.20**	REVISIONS: **JV(2), SV(2),JB(2)**
HOURS: **1.75+1.0+3.50+.5**	SALES: **32(SU)**

Vizidef
4751 3 Mile Road NW
Grand Rapids MI 49534

vizidef

Tel. (616) 818-5182

http://vizidef.com

What Our Warranty Means to You

(Warranty Summary)

Vizidef Live Surface Media™ displays are designed to help you communicate critical messages with your audience. Acknowledging the importance of this, we developed a warranty solution that exceeds the demand for our clients requirements. We are backing our innovative displays with the following

- **5 Year Zero-Failure Warranty**
  - All equipment is under a 5 Year Zero-Failure Warranty to maximize and maintain the highest quality of LED display to satisfy a multitude of applications. This provides worry-free operation for up to 5 years from the date of installation.
- **Vizidef Service Support**
  - All 5 Year Zero-Failure Warranty displays include a minimum 1 Year Vizidef Service Support contract that warranties all workmanship up to 12 months after the date of installation. Additional coverage can be purchased prior to installation.
  - Vizidef 1 year Service Support Warranty - 1 year Warranty will includes Priority Queuing with Freshdesk Online Customer Support Software and Helpline Call Support during normal business hours, Remote Diagnostics & Troubleshooting where major troubles are responded to within four hours and a minor troubles are responded to within the next business day. Vizidef offers additional Service Level Agreements (SLA) that include on-site services, all repairs and maintenance, as well as offering enhancements to the on-site spares kit.
- **Industry Standard vs Vizidef Standard**
  - Our competitors provide a 0.5% LED failure rate; this may seem low but in comparison a display with 1 million LED's an acceptable failure rate is anything below 5,000 individual LED's. These failures would not be covered under their existing warranty leaving the customer paying for the repair.
  - At Vizidef we find this to be unacceptable. That is why we offer a **Zero-Failure 5 year guarantee**. If a single pixel on your display goes out, we will repair or replace it for up to 5 years after installation, so that your display will always be of the highest quality.

Vizidef
4751 3 Mile Road NW
Grand Rapids MI 49534

vizidef

Tel. (616) 818-5182

http://vizidef.com

(The Fine Print)

This Standard Limited Warranty applies to all displays sold by Vizidef to End Users, Resellers or Distributors, unless otherwise stated (these displays are referred to in this Warranty as a "Display" or the "Displays" or "LED Wall(s)"). As used in this Warranty, the term Display includes the associated Vizidef controller devices.

Effective Date: The effective date for the beginning of Warranty Period is from the date of shipment of a Display from Vizidef directly to an End User or the first date of shipment of a Display by a Vizidef Reseller or Distributor to their customer.

Warranty: Vizidef warrants to the End User that the Display will be free from defects in material and workmanship under normal use as intended by Vizidef for the standard Warranty Period. This warranty applies only to the Display as originally installed at the End User's location and does not cover Displays resold beyond the initial installation, nor displays used as rentals or other temporary installations.

Warranty Exclusions:

This warranty does not apply (i) to any Displays or controller devices where the serial number has been removed or obliterated or (ii) to any Displays sold by a Reseller to an End User and then resold or rented.

Failure to perform appropriate regular maintenance as required and in accordance with maintenance schedule specified by Vizidef will void the Warranty.
End Users/Customers are required to use appropriate shipping materials to return Displays (we recommend retaining the original packaging/crating and shipping materials, where possible). In the unlikely event components of the Display need to be returned to Vizidef for manufacturing service support, the End User/Customer is required to pay the shipping and, if located outside the USA, export the components involved for repair to Vizidef support manufacturer. Vizidef will then pay the return shipping back to the End User/Customer of the repaired or replaced components.

This warranty does not cover:

(a) Display damage or loss including theft occurring during shipment from Vizidef facilities to the End User or distributor. (failure of Displays at the time of installation is covered under this Warranty)

b) Display damage or failure to LEDs beyond the recommended life. Generally, Vizidef LEDs have a recommended life of ten years.

(c) Display damage or failure associated with connecting or interfacing a Display with a device that has not been approved by by Vizidef.

(d) Display damage or failure associated with any repairs to the Display within the Warranty Period by any repair personnel who have not been authorized or approved by Vizidef.

(e) Display damage or problems caused by the use of non-approved replacement parts by unauthorized repair personnel.

(f) Display damage or failure caused by misuse, improper handling, improper moving, improper power source attached, accidents, fire, flood, lightning, earthquake or other natural disaster or man-made disasters including power surge(s), vandalism, terrorism, tampering, environmental conditions,inappropriate storage and any unsecure mounting or hanging.

(g) Display damage or failure caused by improper installation/alignment or set-up or by service personnel who have not been approved by Vizidef.

(h) Display damage or failure caused by any Display modifications except as performed by Vizidef personnel or their authorized Service Partners.

(i) Display damage or failure caused by use of Displays while in motion unless on a platform or other movable device specifically approved by Vizidef.

(j) Use of Displays beyond Vizidef authorized tolerances which are set or calibrated by Vizidef prior to shipment.

(k) Display failure due to normal wear and tear including rips and dents.

Considered Defect/Failure:

Vizidef will repair or replace a Display Board should even a single pixel fail to operate normally meaning fail to light at all, fail to light a component (RGB), being "stuck" on a color or become intermittent (weakened solder joint); if an electrical or electronic components fails to operate normally (power supply, digital communication boards, display interface unit, etc); or a mechanical failure (except in non-covered instances listed above) of the Display cabinet or Vizidef supplied mounting hardware.

Territory and Time of Repair:

The Warranty applies to Displays sold world-wide, however the removal/reinstallation and the shipping of failed components to Vizidef remains the responsibility of the purchaser. This Warranty does not obligate Vizidef to provide any on-site warranty service at the location of the Display. Vizidef offers Service Level Agreements (SLA) that include on-site services, including all repair and maintenance, as well as offering enhancements to the on-site spares kit. There are three levels of SLA available that include various levels of on-site spares and response windows. See your Vizidef representatives for more details.

Warranty Process:

Vizidef or their authorized Service Partner must be notified of the defect during the Warranty Period. The End User/Customer should email **support@vizidef.com** or call **(616) 818-5182** or notify the appropriate authorized Service Partner immediately on discovering the defect. A Freshdesk Support Ticket number will be provided by follow up email or at the time of the call. Vizidef will repair or replace the defective parts without charge during the Warranty Period. Vizidef will make all reasonable efforts to complete the repair as quickly as practicable.

Vizidef may stage parts at the End Users/Customers location. These parts should be kept in a secure and accessible place. If Vizidef or its authorized Service Partner does not have parts on site, then parts will be set via overnight delivery at Vizidef's expense during the Warranty Period. Surcharged/duties may apply for shipment of parts to International locations and these will be the responsibility of the End User/Customer.

In making any repair under warranty, Vizidef or their authorized repair Service Partner may use new or refurbished parts. Vizidef warrants replacement parts used in making warranty repairs for the remainder of the original Warranty Period.

This warranty may be supplemented or modified by other programs offered by Vizidef, if applicable, including Vizidef extended Warranty Periods and/or by express written agreement with Vizidef. This warranty does not apply to obsolete, refurbished or demonstration Displays offered for sale by Vizidef except as expressly agreed in writing.

EXCEPT AS OTHERWISE EXPRESSLY AGREED BY VIZIDEF IN WRITING, THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND VIZIDEF MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH OTHER WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VIZIDEF WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT VIZIDEF HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.

VIZIDEF SPECIFICALLY DISCLAIMS ANY LIABILITY DUE TO DEATH, DAMAGES OR INJURY DUE TO INAPPROPRIATE USE, MOUNTING OR HANGING OF THE SPECIFIED DISPLAYS. THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, USA AND MAY NOT BE ASSIGNED.

Service Level Agreement (SLA):

Vizidef offers an annualized Service Level Agreement on its Displays and controllers for additional charge(s). Such Service Level Agreement(s) covers labor and travel-related costs for the contracted period.

SLA Pricing:

The available SLA programs are priced according to the SLA Pricing Schedule, available from your Vizidef Representatives.

Additional Warranty Periods/Special Requirements:

Additional Warranty Period/Special Requirements are to be determined at the time of the original sale.

Out of Warranty:

Repair/Replacement of Displays that are out of warranty will be subjected to MSRP pricing and standard repair labor rates.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Arena Rent Reduction
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to eliminate 5 months of rent for all arena lease holders, with the exception of Rad Dad's.	
Detailed Summary: Indoor sporting events have yet to officially resume in the State of Michigan. We are in a position to make concession for teams' upcoming seasons, but we still do need commission action to properly deal with accrued but unpaid rent. Staff is looking for blanket approval to eliminate any rental obligations for its major sports teams (Risers, Ironmen, and Lumberjacks) for 5 months retroactively. This should put all three teams in a position to compete under modified agreements during the 2020-21 season. Note that there is no amount requested below, as much of this has been accounted for in the original budget projections	
Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the change order.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Arena Social Distancing Investments
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to complete the social distancing improvements at the Mercy Health Arena at a cost not to exceed $25,000.	
Detailed Summary: As part COVID-19 response at the arena, there is significant need to provide space for players – specifically youth players – to social distance while off the city. Typically, we have four general locker rooms available for players. Each team would use one. This allows two teams to be on the ice together, and two more to prepare for their game(s). The cycle continues throughout the day/season. New distancing standards at the arena will require teams to spread out into two locker rooms. The result would be that all 4 locker rooms would be used by the two teams on the ice, and no locker rooms would be available for the two teams playing afterward until the on-ice teams return to their locker room, undress, vacate the room, and the arena staff cleans. We believe this will cost the arena approximately 60 minutes of downtown for every change over. We collect on average $285 per hour of ice rental. The down time would cost the arena 16-20 hours of ice rental each week. Over the course of a 30-week season, this could cost us as much as $170,000. Staff is recommending that we spend some money expanding the rubber matting down the vacant tunnel into the former storage area. The large storage area can accommodate two full teams at one time. We have put together a simple budget for rubber mats at $4,500 for supplies and $500 for installation. Also paint at $1,500 and erection of a dividing all at $2,500. There will also be a small amount of asbestos removal estimated at $3,000, and we anticipate need for some benches or chairs at $3,500 total. We will also have expenses for a storage container at $7,000. We will undertake the project mostly internally, and only use outside contractors as needed. We are asking for $22,500 plus $2,500 for contingencies.	
Amount Requested: $25,000	Amount Budgeted: $0
Fund(s) or Account(s): Arena Fund	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the city manager to expend up to $25,000 to meet social distancing needs at the arena, with the funds to be drawn from GL Number 254-93015-5300.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Second Floor Window Coverings
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: As part of the renovation efforts, a number of window seals will be replaced. Additionally, it was determined that a number of window treatments need replacement. Staff is asking to replacement with window treatments on 52 windows in the remodeled area.	
Detailed Summary: The windows are original to the 1960s construction. The window coverings are original to the 1990s remodel. In an effort to improve functionality and energy efficiency, staff is recommending that the 30+year old mini-blind system be replaced with insulated light-filtering cellular blinds. The coverings for 52 windows will cost approximately $4,100. We also received pricing from two other competitors for similar products: $6,100 and $8,500.	
Amount Requested: $4,100	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the purchase.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: City Hall Lighting
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to complete the lighting upgrade at city hall.	
Detailed Summary: As part of the recent second floor renovation efforts, all of the light fixtures in the renovated area were upgraded to LED. The workspace is visibly different, with the new lighted areas far-better-lit than the older areas. Staff has spoken to the electrician from the remodel, and they have quoted the same cost per fixture to expand the project to the remaining areas of city hall. The cost is approximately $150 per fixture. This includes the removal/disposal of old fixture and the purchase/installation of the new fixtures, as well as miscellaneous costs (permitting, egress lighting, etc.). The new lights will utilize 40 watts per fixture vs the current 96 watts per fixture. Staff has estimated the ROI at 66 months. We are requesting enough funding to complete the remaining fixtures on the second floor, plus 5% contingency. 66 fixtures x $150 = $9,900 plus 5% contingency = $10,395. We are seeking to move forward with this contractor as they were already the low bidder on the remodel project and expect that they would continue to be the low bidder on the change order.	
Amount Requested: $10,395	Amount Budgeted: $0
Fund(s) or Account(s): General Fund	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the city manager to expend up to $10,395 with Newton Electric to replace existing light fixtures on the second floor of city hall, with the funds to be drawn from General Fund GL Number 101-60265-5300.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept. ☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Muskegon Historic District Commission Certified Local Government Application
Submitted By: Jamie Pesch	Department: Planning
Brief Summary: Staff is requesting to apply for participation in the Michigan State Historic Preservation Office's (SHPO) Certified Local Government (CLG) program	
Detailed Summary: The CLG program is a preservation partnership between the City of Muskegon, SHPO, and the National Park Service focused on promoting historic preservation at the local level. Once certified as a CLG, the City will gain special access to technical assistance and historic rehabilitation grant opportunities. There is no application fee or membership dues for the program and the City is already meeting most of the program's requirements. The Historic District Commission recommended approval of the request at their September 1, 2020 meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To apply for the Michigan State Historic Preservation Office's Certified Local Government program and for the Mayor to sign the application cover letter.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CENTRAL BUSINESS HISTORIC DISTRICT, MANISTEE

SECTION 1

THE CERTIFIED LOCAL GOVERNMENT PROGRAM

In 1966, Congress passed the **National Historic Preservation Act (NHPA)** (54 U.S.C. § 300101 et. seq.), which recognized the importance of community identity and its relationship to our built and cultural environment. Among other things, the act codified federal preservation policy and provided a platform for supporting preservation at the federal and state levels. This included the establishment of State Historic Preservation Offices (SHPOs) to guide each state's preservation activities in coordination with the U.S. Department of the Interior, **National Park Service (NPS)**.

In recognition of the value of preservation and community engagement at the local level, the NHPA was amended in 1980 to include a new federal-state-local partnership, the **Certified Local Government (CLG) program**. Through this program, local units of government are empowered to shape the future of the historic fabric of their communities and provided an incentive to build strong preservation programs in partnership with NPS and SHPOs, which provide technical assistance and funding support for local efforts.

Nationally, more than **2,000 municipalities** have chosen to participate in the CLG program, linking communities across the country in a common goal of promoting historic preservation as an integral component of local planning. A list of Michigan's CLGs is available at the **SHPO website**.

WHAT IS A CERTIFIED LOCAL GOVERNMENT?

Broadly speaking, a CLG is a local unit of government (county, township, city, or village) that makes a commitment to historic preservation at the local level. CLGs formally demonstrate this commitment by engaging in a partnership with SHPO to carry out preservation activities and plan for important historic resources as viable community assets.

Participation in the CLG program signals that a community is preservation-ready, supporting a vision for its future that respects the tangible link between the community's built and cultural environment and its sense of place. At a basic level, CLGs seek to support this vision by:

> Integrating preservation into local planning and decision-making processes;
>
> Identifying, protecting, and telling the story of historic resources and heritage sites in the community;
>
> Planning for and leveraging historic resources as valuable community goods;
>
> Identifying and facilitating opportunities for reinvestment in historic resources; and
>
> Partnering with state and federal programs to support local efforts.

A community that wants to become a CLG follows a certification process through which it works with SHPO to outline a plan that will allow it to achieve its preservation goals (see **Section 4**). Once certified as a CLG, a community gains special access to technical assistance, funding opportunities, and other benefits.

Communities across Michigan routinely and purposefully choose to engage preservation activities because of their role in supporting community character, sense of place, economic vitality, and quality of life. From Calumet to Detroit, many of these communities have taken the next step and joined the CLG program, thus making a formal commitment to preservation by engaging in a partnership with SHPO to plan for effective preservation strategies.

STATE STREET, ANN ARBOR

MCCAMLEY STREET BRIDGE, BATTLE CREEK

THE BENEFITS OF BECOMING A CLG

CLG status is a point of pride. It ensures the community's participation in the national historic preservation program and demonstrates that the community is committed to preservation as part of its planning and development activities. The CLG program also provides a platform for strong local preservation programs and provides participating communities with access to exclusive benefits and tools.

STRONG LOCAL PRESERVATION PROGRAMS

The CLG program provides a proven structure for communities to effectively coordinate preservation interests at the local level… to find the convergence points between preservation and other community planning activities.

Rooted in best practice approaches, the CLG program gives credibility to local preservation activities, their relationship to broader planning processes, and their role in sustaining vibrant, culturally rich communities. The program also promotes preservation activities consistent with national and state legislation and standards, which encourage responsible decision-making for the treatment of important historic resources in the community. In Michigan, this includes local designation activities and historic district commission (HDC) practices founded in the legal authority of **Michigan's Local Historic Districts Act** (Public Act 169 of 1970, as amended [PA 169]), and the principles established in the "**Secretary of the Interior's Standards for Rehabilitation**."

The CLG program also recognizes the role of local stakeholders in the success of preservation activities. Participation in the CLG program signals that a community is committed to empowering local stakeholders who wish to protect, celebrate, and invest in historic resources and working with them to proactively engage opportunities to sustain the places that contribute to the community's sense of place and cultural identity.

From time to time, additional incentives such as new SHPO programs and funding opportunities are announced for CLGs. To learn more about current benefits, visit the Michigan SHPO website at **michigan.gov/shpo**.

PRIORITY SUPPORT AND PROGRAMMING FROM SHPO

The CLG program provides a framework for a strong partnership with the Michigan SHPO, which provides technical assistance and funding support for preservation activities in CLG communities across the state.

While SHPO assists all communities, CLGs receive dedicated and prioritized assistance from SHPO's CLG Coordinator, who works closely with CLGs as they plan for, build, and engage local preservation programs. In addition to providing ongoing technical support, SHPO's CLG Coordinator regularly visits communities to have on-the-ground discussions about local preservation strategies; provides feedback on particular issues a community may be facing; and develops special initiatives to help communities move their preservation programs forward (see next page for an example).

The CLG Coordinator also works with other SHPO staff to coordinate activities that can help CLGs meet their preservation goals. Such assistance includes but is not limited to:

Survey Planning: Identifying and documenting places that are important to the history of the community are the foundation for many preservation activities; however, the process of planning a survey to identify such sites can often seem intimidating. SHPO's Survey Coordinator works closely with CLGs on best practice approaches to surveys, with the goal of identifying strategies that are both achievable and meaningful. CLGs may request a visit from the Survey Coordinator to discuss project goals, areas of interest, and potential approaches to survey in consideration of the community's capacity and resources.

Building Consultations: Communities sometimes struggle with underutilized downtown buildings, vacant industrial complexes, and other such "problem" properties. CLGs may request an on-site meeting with one of SHPO's historical architects to get feedback on such a property with the goal of moving discussion forward with local stakeholders. The architect will complete a quick assessment of the property and discuss conditions, ideas for redevelopment, and potential problems. They will also provide a brief post-site visit report and give advice about applying for a CLG grant for a feasibility study or other investigation.

Archaeological Advice: Communities may hear rumors of a potential archaeological site or be concerned about a potential threat facing a known site and be unsure of how best to proceed. CLGs may request a visit from a SHPO archaeologist to discuss how to determine validity and the steps needed to locally designate a site to protect it. SHPO archaeologists can also provide advice on public interpretation of prehistory and archaeological heritage through exhibits, signage, and events. They can also help find tribal partners and other experts to get projects done appropriately.

TECHNICAL ASSISTANCE HIGHLIGHT: COMMUNITY PARTNERSHIP PROJECTS

Communities often have several preservation planning projects that they would like to complete but lack the resources and/or capacity to carry out such projects on their own. This includes access to professional preservation assistance. In recognition of this gap and the value of on-the-ground programs that enable communities to meet their preservation goals, SHPO has developed the **Community Partnership Program**.

EAST MICHIGAN AVENUE HISTORIC DISTRICT, SALINE

Available only to Michigan's CLGs and distinct from grant funding opportunities, the program allows a community to leverage the knowledge and experience of SHPO to complete a local project. Through a yearly selection process, CLGs can apply to have a project in one of three areas—identification (survey), designation (National Register of Historic Places [NRHP]), or protection (design guidelines)—completed directly by SHPO staff in partnership with the local community.

Through the program, SHPO staff administers and actively completes the project on behalf of the CLG, conducting historic resource survey, preparing National Register documentation, or developing design guidelines. CLGs commit to meeting minimum participation requirements, through which the CLG gets first-hand experience in best practice approaches and engages in HDC training and community discussions. At the end of the process, the CLG gets a tangible product from SHPO (i.e., survey report, National Register nomination, or design guidelines) and is better equipped to engage preservation activities at the local level, carry out future projects on its own, and/or facilitate consultant-driven projects.

As a technical assistance and educational initiative, the program's purpose is to build the capacity of CLGs in a meaningful way and provide them with tools to make informed decisions about their historic resources, supporting the goal of the CLG program to develop, support, and enrich local preservation programs.

GRAND TRUNK WESTERN RAILROAD, MOUNT CLEMENS STATION

HISTORIC PRESERVATION FUND GRANTS

NPS and SHPO support local activities, including preservation planning, education, and rehabilitation projects, through annual grant funding exclusive to CLGs.

One of the greatest benefits of becoming a CLG is that participating communities in good standing are eligible to apply for grant funding set aside exclusively for CLGs. Every year, SHPO provides at least 10% of its annual funding received from the National Park Service's **Historic Preservation Fund (HPF)** directly to CLGs through grants for local preservation projects. Since these are pass-through grants, non-profits (e.g., historical societies, heritage sites, etc.) in a CLG community can also apply for the grants in partnership with the local government.

Grant funds have been used across Michigan to jumpstart or supplement local preservation activities and often serve as a catalyst for additional investment. HPF grants are provided for two categories of projects:

> **Preservation planning, documentation, and education projects**, including but not limited to historic resource surveys, National Register of Historic Places nominations, preservation plans, design guidelines, educational workshops, heritage tourism materials, and training; and
>
> **Rehabilitation projects**, including but not limited to the development of plans and specifications, condition assessments, and planning studies; and actual rehabilitation (i.e., physical site-specific work) of historic properties.

Additional information on CLG grant funding and eligible project activities is provided in **Section 6** and on the Michigan SHPO website at **michigan.gov/CLGgrants**.

Since the start of Michigan's CLG program, SHPO has provided more than 150 Historic Preservation Fund grants totaling more than $3 million to CLGs across the state for preservation planning, education, and rehabilitation projects.

FORD PIQUETTE AVENUE PLANT, DETROIT

NAPC CAMP TRAINING, KALAMAZOO

TRAINING AND EDUCATION

CLGs have special access to educational and technical materials as well as a variety of training and outreach opportunities.

When a local government joins the CLG program, SHPO's CLG Coordinator provides the community with an in-person orientation to local preservation as well as a "toolkit" of technical guidance and materials to help guide ongoing preservation activities.

Established CLGs have access to a host of training materials and can participate in workshops, regional roundtables, webinars, and other community outreach initiatives designed for CLG staff, elected officials, and HDC members. CLGs can also request one-on-one discussions with SHPO's CLG Coordinator to discuss local preservation strategies, to request feedback on particular issues the community may be facing, or to provide the HDC and its staff with training on issues related to design review and administration of local historic districts.

In addition, SHPO may elect to set aside a portion of its HPF funds to offer scholarships for CLG staff and commissioners to attend workshops and conferences presented by the **National Alliance of Preservation Commissions (NAPC)** or **Michigan Historic Preservation Network (MHPN)** or to collaborate with a CLG to host a workshop on a particular topic.

PARTICIPATION IN THE NATIONAL REGISTER PROGRAM

Like all communities, CLGs can nominate properties to the **National Register of Historic Places**, which is the nation's official list of buildings, structures, sites, objects, and districts deemed worthy of preservation for their historical, cultural, or architectural significance. Listing of a property in the National Register provides an opportunity for the community to tell the story of its historic places and allows for certain project activities to be considered for incentives like grants and **federal tax credits**, which foster investment in our communities.

CLGs also play a special role in the National Register process. Like the CLG program, the National Register is a program of the National Park Service but administered at the state level by SHPO. When a property within a CLG's jurisdiction is nominated to the National Register, SHPO provides the CLG with the opportunity to review and comment on the eligibility of the property prior to SHPO making a recommendation for listing to the **State Historic Preservation Review Board** and National Park Service. Additional information on a CLG's role in the National Register process is provided in **Section 3**.

ADDITIONAL BENEFITS

CLGs also have access to a variety of other benefits:

- **Other Grant Funding**: In addition to the CLG subgrant program, CLGs may receive special consideration for other funding programs in which SHPO participates. For example, certain funds may be set aside specifically for CLGs or CLGs may receive additional points as part of the scoring criteria for a funding opportunity. Notice of such opportunities will be distributed to CLGs by SHPO's CLG program coordinator as they become available.

- **NPS Funding Opportunities**: The National Park Service offers a variety of grant programs, some of which are limited to governmental partners, including Certified Local Governments. For information on the availability of NPS grants, visit **nps.gov/preservation-grants**.

- **Section 106 Consulting Party**: Under Section 106 of the National Historic Preservation Act, federal agencies are required to consider the effects of their projects on historic properties. As part of this process, agencies must consult with interested stakeholders, including CLGs, to gather information on historic properties and potential project effects.

- **Participation in Statewide Preservation Planning**: CLGs are encouraged to participate in SHPO's preservation planning activities, including development of SHPO's statewide historic preservation plan, which is intended to encourage appreciation of the state's cultural resources; address the challenges facing preservation in Michigan; and, based on stakeholder feedback, establish priorities for preservation actions across the state.

- **Streamlined Process for Preserve America Status**: Preserve America is a federal initiative that encourages and supports community efforts to preserve and enjoy our cultural and natural heritage. Because CLGs have already demonstrated their commitment to historic preservation by putting in place tools to support their activities, CLGs that want to pursue Preserve America Community designation can take advantage of a streamlined application process. For more information on the program, visit **achp.gov/preserve-america**.

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

September 8, 2020

State Historic Preservation Officer
Michigan State Historic Preservation Office
300 North Washington Square
Lansing, MI 48913

RE: Certified Local Government Program Application
City of Muskegon, Muskegon County

On behalf of the City of Muskegon, I am pleased to submit an application for participation in the Certified Local Government (CLG) program as provided for under the National Historic Preservation Act, as amended.

The City of Muskegon has satisfied the minimum requirements for certification as detailed in the State Historic Preservation Office (SHPO) document "Certified Local Government Program: Program Requirements and Certification Handbook." I understand that upon completion of the certification process I will sign a Certification Agreement indicating the community's willingness to continue to meet the minimum standards for participation.

Enclosed with this letter are the application for certification and required supporting documents for your consideration. Please direct all questions and correspondence regarding this application to our designated point of contact for the CLG program:

Jamie Pesch
933 Terrace Street, Room 202
231-724-4405
jamie.pesch@shorelinecity.com

Sincerely,

Stephen J. Gawron
Mayor, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Edgewater Street Engineering Study
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking authorization to hire Ramboll to complete an engineering study related to Edgewater Street. The study would be used to determine the best options moving forward as it relates to addressing the persistent flooding that has plagued that area as a result of the high water levels within the Great Lakes.

Detailed Summary:

Staff solicited proposals from three firms to complete the work. Two responded with proposals and after review of the proposals staff is recommending the Ramboll proposal based on their previous work on shoreline restoration projects in the area and familiarity with the specific needs of this site. The Engineering study was not included in the proposed 20-21 budget and will need to be added via a future reforecast to the Local Streets Fund (203). Michigan Transportation Fund (MTF) revenue projections have increased since the original drafting of the 20-21 budget and this expense is expected to be offset by increased revenue.

Amount Requested: Not To Exceed $15,300	Amount Budgeted: $0
Fund(s) or Account(s): 203	Fund(s) or Account(s): 203

Recommended Motion:

Authorize staff to hire Ramboll to complete an engineering study related to the persistent flooding on Edgewater Street.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Mr. Leo Evans, PE
Director of Public Works
City of Muskegon, Michigan

RE: Edgewater Street Preliminary Study; Stormwater / Shore Line Protection
FILE: BD

Date August 3, 2020

Ramboll
333 West Washington Street
Syracuse, NY 13202
USA

T 315-956-6100
F 315-463-7554
https://ramboll.com

Dear Leo:

O'Brien & Gere Engineers, Inc., a Part of Ramboll, (Ramboll) is pleased to provide the City of Muskegon (City) with this proposal for engineering services to perform a conceptual level drainage evaluation of the Edgewater Street area; from Wilcox Ave. heading north to the cul-de-sac. This proposal has been developed based on our conversations, e-mails and other sources of information readily available.

To facilitate your review, this proposal is organized as follows:

- Project Understanding and Objectives
- Scope of Service
- Schedule
- Fee
- Assumptions and Clarifications

PROJECT UNDERSTANDING AND OBJECTIVES

PROJECT UNDERSTANDING

Over the past several years, all Great Lakes have experienced record-high water levels, with elevations ranging from 14-inches to nearly 3-feet above long-term averages. Muskegon lake, which is directly connected to Lake Michigan, has also experienced high water and significant shoreline erosion, specifically along Edgewater Street at the west end of Muskegon Lake.

We understand the City is looking for an experienced engineering firm to conduct a conceptual level study of the flooding issues on Edgewater Street from Wilcox Avenue north to the cul-de-sac. This section of the street has experienced significant flooding over the last two years causing property damage and erosion of the shoreline, which provide access to approximately 40 residences.

This study will be a schematic-level effort to develop cost-effective options. The City anticipates they will be partnering with the affected local residents to share

in the study costs. Therefore, the study will be based on a site investigation, the available as-built plans and any other readily available information Ramboll obtains.

PROJECT OBJECTIVES

We have identified the following project objectives:

- Conduct a schematic-level review
- Develop potential options for long-term solutions
- Identify options for shoreline stabilization
- Keep the roadways in good condition and passable under future high-water events
- Develop an "order of magnitude" cost estimate

SCOPE OF SERVICES

Scope of Services

The proposed Scope of Services is separated into three tasks:

Task 1 Kick-off Meeting - Field Inspection

Task 2 Study / Preliminary Design

Task 3 Prepare Letter Report

A description of each task is provided below.

TASK 1 – KICK-OFF MEETING - FIELD INSPECTION

Upon receipt of written authorization to proceed, Ramboll's project representative(s) will meet with yourself and any other key City representatives in a project kick-off meeting. During this meeting, the project scope and schedule will be reviewed, lines of communication will be established, a progress-meeting, if warranted, or conference-call schedule will be established, and any other existing or pertinent information can be provided.

We have anticipated this meeting to be held at the Edgewater Street cul-de-sac so that we can conduct a site investigation and obtain pertinent project photos. A first-hand investigation with your background knowledge of specific issues will be most beneficial. As part of the field investigation, we will utilize Ramboll's unmanned aerial vehicle (UAV) to conduct multiple UAV flights along a two-thousand-foot stretch of shoreline along the western shore of Muskegon lake. Imagery collected will include nadir imagery for the purpose of high-resolution ortho mosaic creation, high-resolution oblique imagery of the shoreline, high-resolution video of the shoreline, and multiple high-resolution 360-degree interactive panoramas. We anticipate having the ability to obtain existing grade elevations; however, the level of accuracy will be dependent on available reference elevations that we will be obtained from the as-built plans provided.

TASK 2 – STUDY / SCHEMATIC DESIGN

As a result of the kick-off meeting / field investigation, UAV footage and information provided and / or obtained, we will review reasonable and cost-effective design options / considerations to address the flooding problems and shoreline stabilization alternatives.

Ramboll will utilize an aerial photo for base mapping to illustrate the summary of findings.

Design considerations most likely will include:

- Raising the roadway elevation
- Installation of new storm sewers
- Potential stormwater pumping station installation
- Driveway elevation modifications and potential home modifications
- Shoreline protection options

TASK 3 – PREPARE LETTER REPORT

Based on efforts in Task 2 above, Ramboll will prepare a letter report summarizing the findings with representative site photos and typical details of anticipated options. It will include an "order of magnitude" engineering design and construction cost estimate. In addition, an outline of the anticipated tasks for the next phase will be included once the study report has been approved.

The report will be submitted to the City for review and comment. After the City has completed their review, Ramboll will participate in a conference call to address any questions or comments. If necessary, Ramboll has provided for an allowance to make one all-inclusive set of revisions. It is assumed that revisions will be considered minor.

SCHEDULE

Ramboll will commence with the study evaluation upon written authorization from the City of Muskegon. The kick-off meeting will be scheduled immediately. Given the current Covid-19 pandemic, we anticipate providing a Letter Report summarizing our findings within a 4 to 6-week period. If conditions allow, we will make an effort to expedite the scheduled delivery.

FEE AND TERMS

Based on the above Tasks described above we have estimated our engineering fee to be $15,300, broken down by Task as follows:

Task 1 - Kick-off Meeting - Field Inspection	$ 4,000
Task 2 – Study / Preliminary Design	$ 6,600
Task 3 - Prepare Letter Report	$ 4,700
	Total $ 15,300

Labor expenses for the tasks described in the Scope of Services will be calculated on an hourly basis. Labor will be invoiced, by job category, at the rates in effect at the time the services are performed. Current hourly rates for the job categories applicable to this project are shown on the attached schedule of rates.

Reimbursable expenses will be billed at cost plus 5% mark-up. Subcontracted services, if warranted or requested, will be billed at cost plus 10% mark up.

If during the execution of this work, additional labor or expenses are identified as required to meet the objectives, Ramboll will inform the City of Muskegon of these efforts and their estimated costs before initiating such efforts.

RAMBOLL

ASSUMPTIONS

This fee is based on the following assumptions:

- Study will be based on only information provided or readily available, including the as-built files shared on July 20, 2020.
- No current topographic surveys or sub-surface geotechnical information will be provided, requested or obtained.
- At this time, Ramboll will not address potential project construction permitting or associated fees that may be required.

These services will be provided in accordance with the attached Standard Service Terms and Conditions, together with this proposal constituting the "letter agreement." Countersignature and return of one original of this letter agreement will signify acceptance by the City of Muskegon and serve as authorization to proceed.

We appreciate the opportunity to provide services to the City of Muskegon. Should you have questions or concerns about the information in this proposal, please contact Dustin Tazelaar, (517) 803-7095 or me at (315) 794 -1949.

Yours sincerely,

Paul Romano, PE
PROJECT OFFICER

D +1-315-956-6957
M +1-315-794-1949
paul.romano@ramboll.com

Leo Evans, PE **Date**
Director of Public Works

Enclosures: Standard Service Terms and Conditions
Labor Billing Rate Schedule

cc: Terry Madden – Ramboll
Rick Duff – Ramboll
Dusty Tazelaar – Ramboll
Laurie Parsons – Ramboll
James Davis – Ramboll

RAMBOLL

O'BRIEN & GERE ENGINEERS, INC., A RAMBOLL COMPANY
STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions**. As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
   a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
   b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
   c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
   d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, O'Brien & Gere Engineers, Inc., unless otherwise stated in the Proposal.
   e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
   f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
   g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope**. Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment**. Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term**. Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status**. Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care**. RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance**. Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	$1,000,000
c) General Liability	$1,000,000
d) Professional Liability	$1,000,000
e) Excess Umbrella	$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.

10. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.

11. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.

12. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
    a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
    b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
    c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
    d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.

13. **Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:
    a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
    b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
    c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
    d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.

14. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.

15. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event, including without limitation strike, lockout, embargo, riot, war, act of terrorism, epidemic or other outbreak of disease, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor or supplier non-performance, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors, or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a Force Majeure, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.

16. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

    Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.

17. **Suspension of Services.**
    a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
    b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

18. **Indemnification.**

a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.

b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

19. **Limitation of Damages**. The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

20. **Liability**. The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than $1,000,000.

21. **Mediation of Disputes**. The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.

22. **Termination**. Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

23. **Modification**. This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.

24. **Notice**. All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

25. **Interpretation**. This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.

26. **Severability**. If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

27. **Waiver**. Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

28. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.

EDGEWATER STREET STUDY PROPOSAL

Hourly Rate Schedule

Consulting and Design Services

Adv Level	Workforce Structure	Hourly Rate
Level I-1	Administrative Assistant 2 Engineer Technician 2 (Staff Engineer/Scientist/Designer) Sr. Div. Secretary Field Technician 2	$85
Level II-1	Project Engineer/Scientist 1 Project Designer 1 Sr. Design Drafter	$95
Level II-2	Architect 2 Business Professional 2 Sr. Project Engineer/Designer 2/Scientist Scientist 2	$135
Level II-3	Architect 3 Business Professional 3 Engineer 3 Managing Associate Project/Technical Associate	$150
Level III-1	Project Manager 1 Managing Engineer 1/Scientist Technical Director Senior Business Professional 1 Senior Engineer/Scientist 1	$185
Level III-2	Technical Director 2 Project Manager 2 Senior Business Professional 2 Senior Managing Engineer/Scientist	$195
Level IV	Officer/Program Director	$215

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Jefferson & Strong Change Order #001
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking authorization to approve Change Order #001 to the sewer project work on Jefferson and Strong Streets.

Detailed Summary:

Staff requested pricing from the Contractor to complete additional work on the project. The additional work included milling and resurfacing an additional block of 3rd Street between Merrill and Mason. The resurfacing of this additional block allowed for a continuous new pavement surface on 3rd/Strong from Muskegon Avenue to Peck. Without this addition one block of 3rd Street would have remained with old pavement upon completion of the project. The original project budgets carried a 6% contingency. This addition will utilize $49,192.20 of the original contingency ($71,908.31). The project is nearing completion with only minor changes anticipated that are not anticipated to exceed the remaining budgeted contingency. As such there will be no adjustment required in the reforecasting related to this change order.

Staff and the Project Engineer (Prein & Newhof) have reviewed the change order and are supportive.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): 590/591-91856	Fund(s) or Account(s): 590/591-91856

Recommended Motion:

Authorize staff to approve Change Order #001 to the Jefferson-Strong Sewer Project with Jackson-Merkey Contractors in the amount of $49,192.20.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Change Order

CHANGE ORDER NO.: 1

Owner:	City of Muskegon	Owner's Project No.:	91856
Engineer:	Prein&Newhof	Engineer's Project No.:	2180552
Contractor:	Jackson Merkey Contractors	Contractor's Project No.:	
Project:	Wastewater System Improvements		
Contract Name:	Contract 3: Jefferson / Strong Sanitary Sewer Replacement		
Date Issued:	9/8/2020	Effective Date of Change Order:	9/8/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Modify the sanitary sewer manhole #10 from a drop manhole to a standard manhole in accordance with Bulletin 1. Resurface Third Avenue in accordance with Bulletin 2. Construct a water main drop and relocation of an exisiting fire hydrant at Sta. 50+40 to provide the necessary clearances to install the proposed storm sewer in accordance with Bulletin 3.

Attachments:

Bulletins 1, 2 and 3. Jackson Merkey pricing.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,198,471.75	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ 1,198,471.75	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] ~~**[Decrease]**~~ this Change Order: $ 49,192.20	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ 1,247,663.95	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)		Accepted by Contractor	
By:		By:	Patrick S Jackson
Title:	Project Engineer	Title:	Operations Lead
Date:		Date:	8/26/2020
Authorized by Owner		**Approved by Funding Agency (if applicable)**	
By:		By:	
Title:	Director of Public Works	Title:	
Date:		Date:	

Change Order

For (project):	Change No.
Wastewater System Improvements	1
From (Contractor):	Date:
Jackson Merkey Contractors	9/8/2020

ITEM		VALUE				CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	Sanitary Drop Manhole, 48 inch Dia - Bulletin 1	-1	ea	$6,520.00	-$6,520.00	6,520.00	
2	Sanitary Manhole, 48 inch Dia - Bulletin 1	1	lsum	$3,600.00	$3,600.00		3,600.00
3	Sanitary Sewer, Bulkhead, 20 Inch - Bulletin 1	1	ea	$900.00	$900.00		900.00
4	Sanitary Sewer, Cap, 8 Inch - Bulletin 1	1	ea	$425.00	$425.00		425.00
5	Sanitary Sewer, Cap, 10 Inch - Bulletin 1	1	ea	$520.00	$520.00		520.00
6	Traffic Control - Bulletin 2	1	Lsum	$700.00	$700.00		700.00
7	Cold Milling - Bulletin 2	1820	Syd	$5.36	$9,755.20		9,755.20
8	HMA, 13A - Bulletin 2	220	Ton	$105.00	$23,100.00		23,100.00
9	Valve Box, Adjust - Bulletin 2	2	Ea	$430.00	$860.00		860.00
10	Pavt Mrkg, Polyurea, Sharrow - Bulletin 2	6	Ea	$194.25	$1,165.50		1,165.50
11	Pavt Mrkg, Polyurea, 6 inch, Crosswalk, White - Bulletin 2	50	Ft	$3.00	$150.00		150.00
12	Pavt Mrkg, Polyurea, 18 inch, Stop Bar, White - Bulletin 2	12	Ft	$10.00	$120.00		120.00
13	Pavt Mrkg, Polyurea, 4 inch, Yellow - Bulletin 2	890	Ft	$2.75	$2,447.50		2,447.50
14	Dr Structure Cover, Type B - Bulletin 2	3	Ea	$365.00	$1,095.00		1,095.00
15	Dr Structure Cover Adj, Case 1 - Bulletin 2	3	Ea	$675.00	$2,025.00		2,025.00
16	Water main drop and hydrant relocation, Strong Street - Bulletin 3	1	lsum	$8,849.00	$8,849.00		8,849.00
	Change Totals					**$6,520.00**	**$55,712.20**
	Net Change In Contract Price						**$49,192.20**

Bulletin No. 1

Date:	February 25, 2020
To:	Jackson-Merkey Contractors
From:	Prein&Newhof
Project Title:	Wastewater System Improvements – Jefferson/Strong Sanitary Sewer Replacement SRF #5670-01; DWRF #7449-01
Project #:	2180552

Background:

The owner desires to change the configuration of the proposed sanitary manhole at the intersection of Strong Avenue and Peck Street. By removing a drop structure and installing sanitary sewer stubs to the north and south, the manhole configuration will be improved for planned sewer connections in the future and reduces the need for future manhole corings.

General Scope:

Install the sanitary manhole #10 on Strong Avenue (STA 56+52) in accordance with the attached plans. Sanitary manhole #10 shall be revised from a drop manhole to a standard manhole. In addition, a north and south invert shall be added as shown in the revised drawing. The additional north and south inverts shall be capped immediately at the manhole.

Please review the proposed change to sanitary manhole #10. Please provide costs for the proposed 8-inch and 10-inch caps per the requirements of the contract documents. Do not hesitate to call if we can be of assistance.

Sincerely,

Prein&Newhof

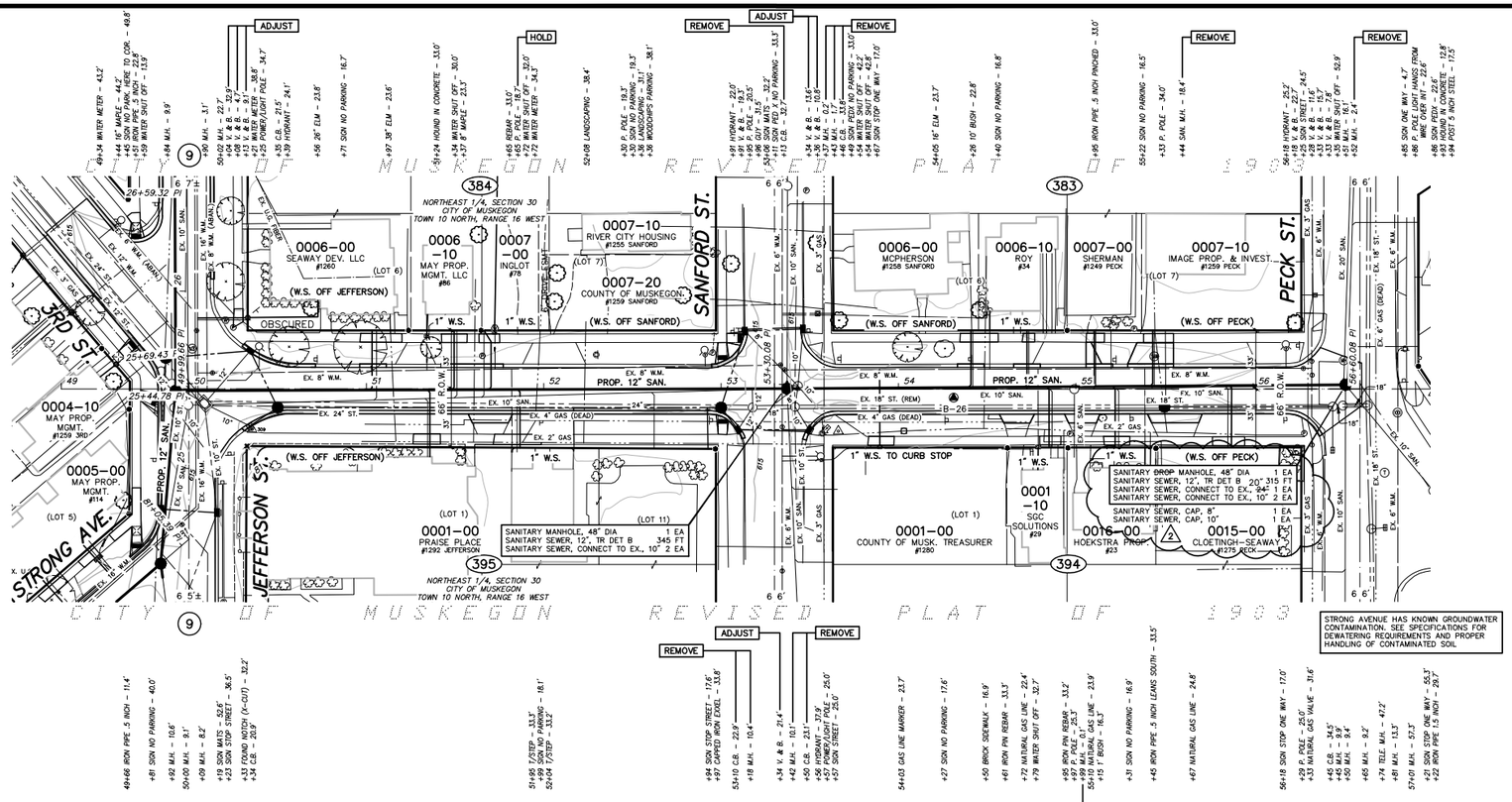
Matthew R. Hulst, P.E.

C: Dave Baker, City of Muskegon
Leo Evans, City of Muskegon

B.M. EL. 617.52
SANFORD AND STRONG. 27 FT SOUTH AND 27 FT EAST OF CL "X". LARGE MAG PK NORTH SIDE PLP (2.0 FT A/GROUND)

CONTROL POINT TABLE			
POINT No.	NORTHING	EASTING	ELEVATION
309	635811.245	12622403.770	615.38
310	635796.309	12622733.910	615.65
311	635803.602	12623070.150	616.96

WATER SERVICE INFORMATION							
STATION	HOUSE NUMBER	FULL R/R-ALIGNMENT	PRIVATE SIDE REPLACEMENT	WATER SERVICE, 1" (PT)	WATER SERVICE, METER PIT (EA)	WATER SERVICE, CURB STOP AND BOX, 1" (EA)	WATER SERVICE, CORPORATION STOP, 1" (EA)
51+30 LT	86 STRONG		X	12			
51+70 LT	78 STRONG		X	120	1		
51+90 RT	1292 JEFFERSON		X	15			
53+90 RT	1280 SANFORD	X		43		1	1
54+50 LT	34 STRONG		X	11			
54+80 RT	29 STRONG		X	13			
55+40 RT	23 STRONG		X	12			
SHEET TOTALS		1	6	226	1	1	1



STRONG AVENUE HAS KNOWN GROUNDWATER CONTAMINATION. SEE SPECIFICATIONS FOR DEWATERING REQUIREMENTS AND PROPER HANDLING OF CONTAMINATED SOIL

SANITARY SEWER CONSTRUCTION NOTES

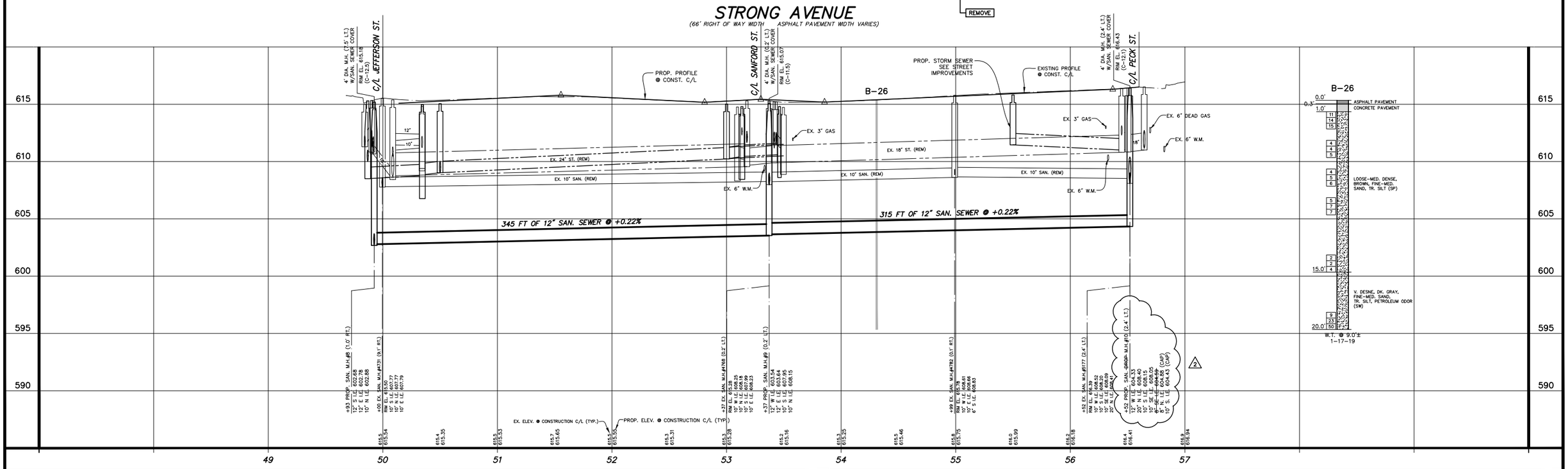
1. EXISTING SANITARY SEWER SHALL BE ABANDONED IN PLACE UNLESS IN DIRECT CONFLICT WITH THE PROPOSED IMPROVEMENTS. SEWERS TO BE ABANDONED SHALL BE FILLED WITH FLOWABLE FILL, MANHOLES SHALL BE REMOVED TO 8 FT BELOW FINISH GRADE AND FILLED.
2. ALIGNMENT AND LOCATION OF EXISTING SANITARY SEWER LATERALS ARE FROM AVAILABLE RECORDS. EXACT LOCATION IS UNKNOWN. CONTRACTOR TO FIELD VERIFY LOCATION OF SANITARY LATERALS PRIOR TO INSTALLATION OF WYES.
3. SANITARY SEWER LATERALS SHALL BE REPLACED TO THE PROPERTY LINE AND CONNECTED TO THE EXISTING LATERAL.

WATER SERVICE CONSTRUCTION NOTES

1. WATER SERVICES SHOWN ON THE PLANS ARE LOCATED BASED ON RECORDS, ACTUAL LOCATION MAY BE DIFFERENT THAN SHOWN. ALIGNMENT OF EXISTING WATER SERVICES FROM THE CURB STOP BOX TO THE HOUSE IS UNKNOWN AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO REPLACEMENT.
2. WATER SERVICES ARE TO BE REPLACED TO THE WATER METER IF THE METER IS LOCATED INSIDE THE RESIDENCE UNLESS NOTED OTHERWISE. WATER SERVICES TO BE REPLACED TO 18 INCHES INSIDE THE RESIDENCES IF THE METER IS LOCATED OUTSIDE. LOCATION OF ENTRY INTO THE RESIDENCE, AND PLUMBING REQUIRED TO CONNECT TO THE EXISTING METER SHALL BE APPROVED BY THE HOME OWNER AND ENGINEER PRIOR TO INSTALLATION. A NEW CURB STOP SHALL BE INSTALLED AT THE PROPERTY LINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND COMMUNICATE WITH THE PROPERTY OWNER AND RESIDENT ENTRY INTO THE RESIDENCE.
3. IF A METER PIT IS OUTSIDE THE RESIDENCE THEN THE METER PIT MUST BE REPLACED AT THE SAME LOCATION. THE CITY MAY DIRECT RELOCATION OF THE METER TO INSIDE THE RESIDENCE ON A CASE BY CASE BASIS.
4. CONTRACTOR TO COORDINATE WITH THE CITY FOR METER REMOVAL AND REINSTALLATION.

SANITARY SEWER LATERALS TOTALS THIS SHEET

SANITARY SEWER, WYE, 12" X 6"	11 EA
SANITARY LATERAL, 6"	370 FT
SANITARY LATERAL, CONNECT TO EX.	11 EA



AIR-LAND SURVEYS

Know what's below. Call before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

PROJECT DATUM INFORMATION

COORDINATE SYSTEM :	STATE PLANE GRID
ZONE :	MICHIGAN SOUTH 2113
ELLIPSOID :	GRS 80
HORIZONTAL DATUM :	NAD 83 (2011)
VERTICAL DATUM :	NAVD 88
GEOID :	GEOID 12
UNITS :	INTERNATIONAL FEET

PROJECT COMBINED SCALE FACTOR (PCSF) = GROUND DISTANCE ÷ GRID DISTANCE/PCSF

SCALES : 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	M.R.H.	5/19
2	BULLETIN NO. 1	M.R.H.	2/20

DRAWN STAFF
DATE JAN '19
CHECKED M.R.H.
DATE MAY '19

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
WASTEWATER SYSTEM IMPROVEMENTS
CONTRACT No. 3
STRONG AVENUE

PROJECT NO. 2180552
SHEET NO. 10 OF 16

T:\CIVIL3D PROJECTS\2018\2180552_MUSKEGON_SANFORD-PECK SANITARY SEWER REPLACEMENT PHASE 1\V_PROD\2180552_PLPR SSWR STRONGLONG - IPRUNS - Feb. 25 2020 - 08:41am - PreinNewhof

JACKSON-MERKEY
CONTRACTORS, INC.

3430 Lund Avenue · Muskegon, Michigan 49442-6300
Phone (231) 728-9344 · Fax (231) 726-2060

March 19, 2020

Mr. Matt Hulst, P.E.
Prein&Newhof
4910 Stariha Drive
Muskegon, MI 49441
Via Email @ mhulst@preinnewhof.com

RE: City of Muskegon
Jefferson/Strong Sanitary Sewer Replacement
Bulletin No. 1

Dear Mr. Hulst,

As requested per Bulletin No. 1 dated February 25, 2020, please review Jackson-Merkey Contractors price for additional items listed below.

Sanitary Sewer, Bulkhead, 20 Inch	1 Ea	$900
Sanitary Sewer, Cap, 8 Inch	1 Ea	$425
Sanitary Sewer, Cap, 10 Inch	1 Ea	$520

Contact me with any questions or concerns.

Sincerely,

Brian DeLong

C: Tyler DeNooyer – P&N
Gary Merkey - JMC

Bulletin No. 2

Date:	July 8, 2020
To:	Jackson-Merkey Contractors
From:	Prein&Newhof
Project Title:	Wastewater System Improvements – Jefferson/Strong Sanitary Sewer Replacement SRF #5670-01; DWRF #7449-01
Project #:	2180552

Background:

The owner desires to resurface 490 feet of Third Street from the construction limit to Merrill Ave.

General Scope:

Mill 2 inches off the existing surface, adjust castings and valve boxes and repave at 220 lbs/syd of 13A. Road is 30 feet wide totaling 1,820 syds. of resurfacing. Limits at 1st Street is up to the cross walk, limits at Mason are to the spring point on Mason. Pavement markings will consist of double yellow centerline and sharrows placed along both lanes.

Work shall be done under the Stage 2 MOT plan with the following modifications, Type III barricades shall be placed across Mason at 3rd Street signed Road Closed to Through Traffic, Type III barricades shall be placed across 3rd Street at Merrill signed Road Closed to Through Traffic, the detour directional signs to be placed at Mason and 3rd Street shall be shifted to the south of 4th Street on Mason Street.

Please review the proposed change to project scope. We would like to use bid prices for the HMA, adjustments, and pavement markings if Jackson Merkey is in agreement with that. Please provide costs for milling, additional traffic control, and additional pavement markings required. Do not hesitate to call if we can be of assistance. I have attached an itemized sheet showing the proposed quantities.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

C: Dave Baker, City of Muskegon
Leo Evans, City of Muskegon

Matthew R. Hulst

From: Patrick Jackson <pjackson@jackson-merkey.com>
Sent: Tuesday, August 18, 2020 4:28 PM
To: Matthew R. Hulst
Cc: Gene Couture; Leo Evans; Steve Jackson; Gary Merkey
Subject: RE: City of Muskegon Jefferson/Strong

Hi All:

Please see below for our pricing for Bulletin 2. I included the full table below so you could quickly see the total cost. Cells highlighted in cream represent new bid items (pricing for remaining items were extensions from our initial bid). If this Bulletin is approved, we would aim to mill next week and sequence the top course with the rest of the job.

Please let me know if you have any questions.

Thank you,

Patrick

Item	Unit	Unit Price	Quantity	Total Amount
Traffic Control	LSUM	$700.00	1	$700.00
Cold Milling (2'')	Syd	$5.36	1820	$9,755.20
HMA, 13A	Ton	$105.00	220	$23,100.00
Valve Box, Adjust	Ea	$430.00	2	$860.00
Pavt Marking, Polyurea, Sharrow	Ea	$194.25	6	$1,165.50
Pavt Marking, Polyurea, 6 inch, Crosswalk, White	Ft	$3.00	50	$150.00
Pavt Marking, Polyurea, 18 inch, Stop Bar, White	Ft	$10.00	12	$120.00
Pavt Marking, Polyurea, 4 inch, Yellow	Ft	$2.75	890	$2,447.50
Dr Structure Cover , Type B	Ea	$365.00	3	$1,095.00
Dr Structure Cover Adj, Case 1	Ea	$675.00	3	$2,025.00
Total				$41,418.20

Patrick Jackson
Jackson-Merkey Contractors, Inc.
3430 Lund Avenue
Muskegon, MI 49442
(C) (231) 670-2740

JACKSON-MERKEY CONTRACTORS, INC.
www.jackson-merkey.com

From: Matthew R. Hulst <MHulst@preinnewhof.com>
Sent: Wednesday, July 8, 2020 10:56 AM
To: Gary Merkey <gmerkey@jackson-merkey.com>; Patrick Jackson <pjackson@jackson-merkey.com>

Cc: Gene Couture <gcouture@preinnewhof.com>; Leo Evans <leo.evans@shorelinecity.com>
Subject: City of Muskegon Jefferson/Strong

Gary,

The City would like to look into resurfacing 3rd Street from Merrill to the project limit at Jefferson. Please see Bulletin 2 regarding this request. If you have any questions please give my cell a call 616-914-0557.

Thank you,

Matthew Hulst, P.E.
Prein&Newhof
t. 231-798-0101 x.1211
f. 231-798-0337
Website | Blog | LinkedIn

Bulletin No. 3

Date:	August 3, 2020
To:	Jackson-Merkey Contractors
From:	Prein&Newhof
Project Title:	Wastewater System Improvements – Jefferson/Strong Sanitary Sewer Replacement SRF #5670-01; DWRF #7449-01
Project #:	2180552

Background:

Due to existing utilities, alterations to the proposed storm sewer is required as well as a portion of the water main on Strong must be lowered.

General Scope:

Storm sewer at Strong and Merrill shall be revised per the enclosed drawing. This work will be completed with unit pricing and materials onsite.

The 8-inch water main on Strong Street at the proposed crossing of the storm sewer at Sta 50+40 must be lowered by two feet to provide clearance between the water main and storm sewer. Furthermore, the hydrant at Sta 50+39 and its hydrant lead requires removal. A new hydrant, hydrant valve, and hydrant lead must be installed and connected to the 8-inch water main just east of the proposed water main drop. The existing tee on the 16-inch water main shall be capped east of the existing valve.

Please review the proposed change to project scope. Storm sewer work will be covered under unit prices. Please provide pricing to drop the 8-inch water main and all associated fittings and to remove and abandon the existing hydrant and hydrant lead. The City of Muskegon has a hydrant and hyrdrant valve available for use. Pricing shall be based on using the City of Muskegon provided hydrant and hydrant valve. Do not hesitate to call if we can be of assistance.

Sincerely,

Prein&Newhof

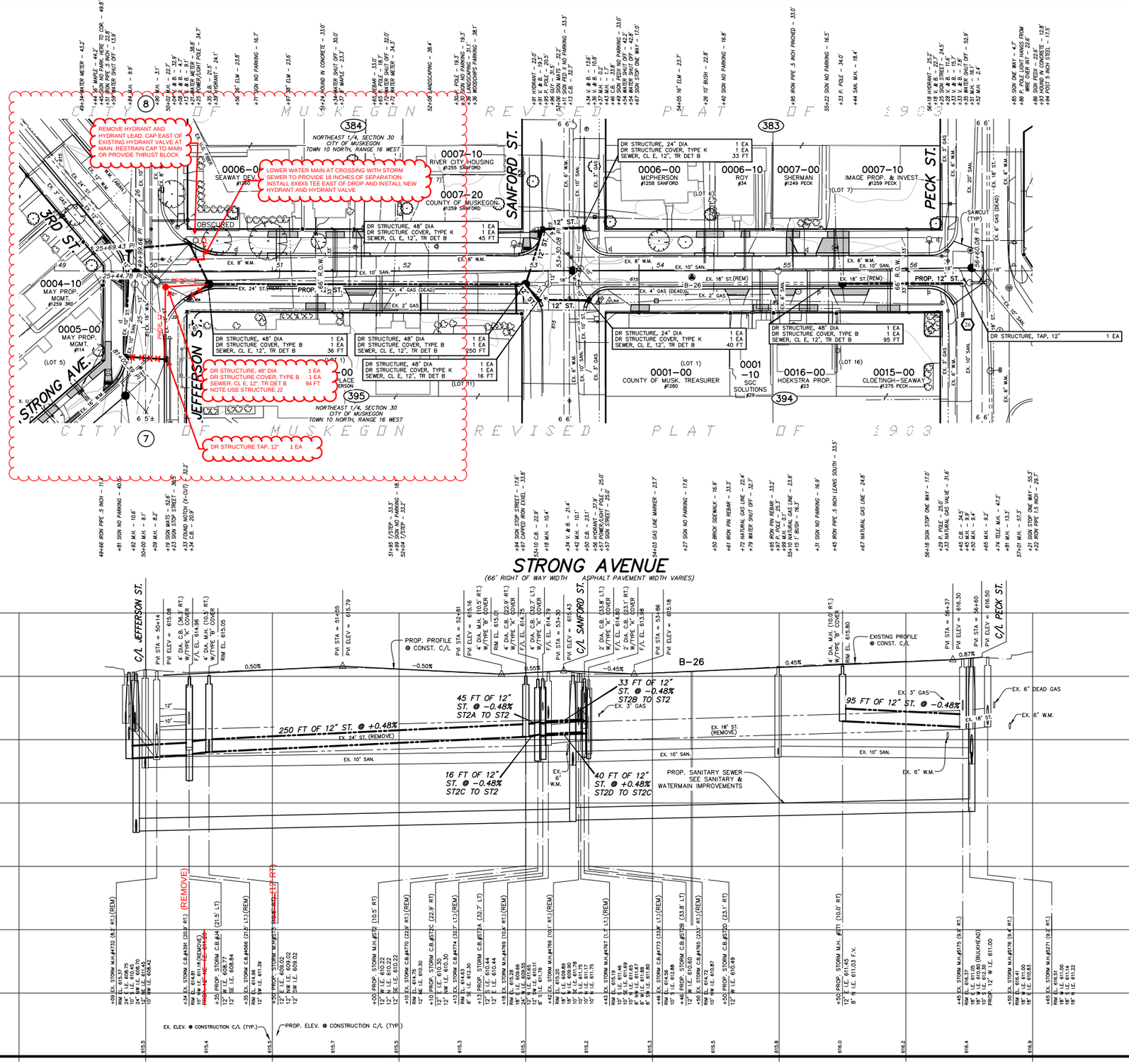
Matthew R. Hulst, P.E.

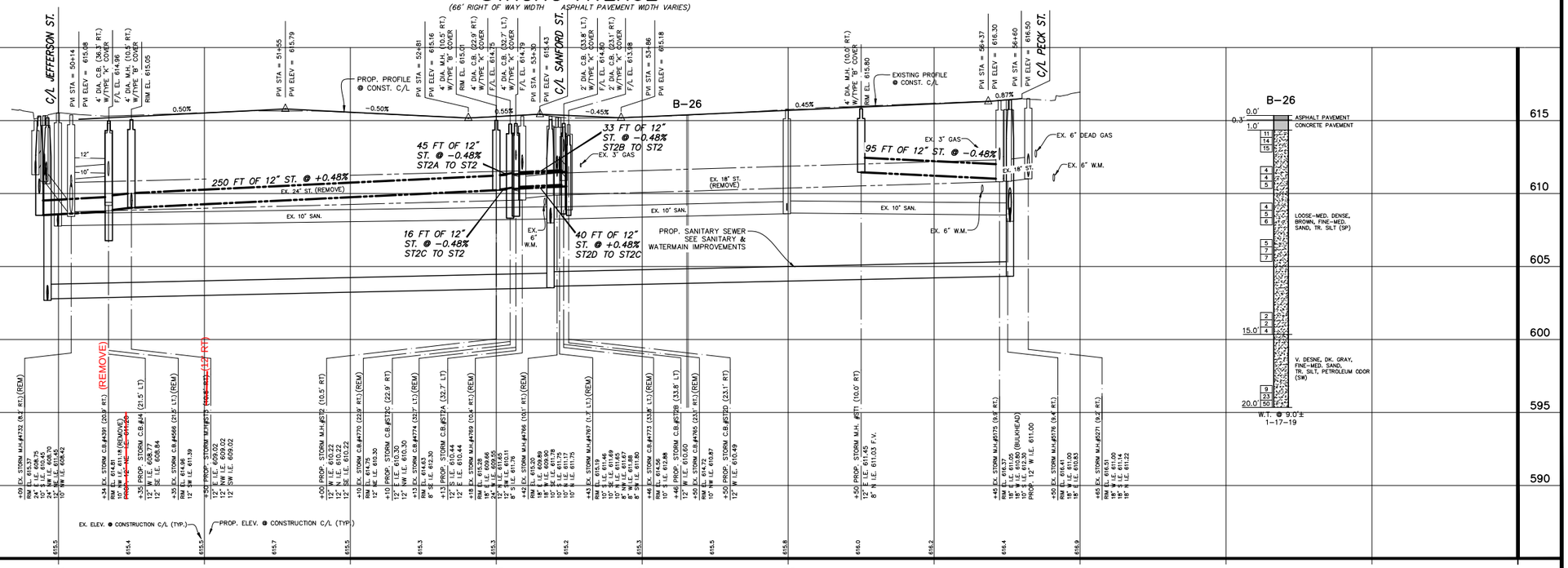
C: Dave Baker, City of Muskegon
Leo Evans, City of Muskegon

B.M. EL. 617.52
SANFORD AND STRONG. 27 FT SOUTH AND 27 FT EAST OF CL "X". LARGE MAG PK NORTH SIDE PLP (2.0 FT A/GROUND)

CONTROL POINT TABLE

POINT No.	NORTHING	EASTING	ELEVATION
309	635811.245	12622403.770	615.38
310	635796.309	12622733.910	615.65
311	635803.602	12623070.150	616.96





PROPOSED PAVEMENT LEGEND

- PROPOSED HMA APPROACH
- PROPOSED DRIVEWAY, NONREINF CONC, 6/8 INCH OR SIDEWALK, CONC, 4/6/8 INCH

NOTES: PROPOSED PAVEMENT ON STREET & INTERSECTIONS NOT SHADED FOR CLARITY.

AIR-LAND SURVEYS

811 Know what's below. Call before you dig.

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PROJECT DATUM INFORMATION

COORDINATE SYSTEM : STATE PLANE GRID
ZONE : MICHIGAN SOUTH 2113
DATUM : NAD 83
HORIZONTAL DATUM : NAD 83 (2011)
VERTICAL DATUM : NAVD 88
GEOID : GEOID 12
UNITS : INTERNATIONAL FEET

PROJECT COMBINED SCALE FACTOR (PCSF) =
GROUND DISTANCE = GRID DISTANCE/PCSF

SCALES : 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	M.R.H.	5/19

DRAWN STAFF
DATE JAN '19
CHECKED M.R.H.
DATE MAY '19

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

STREET IMPROVEMENTS
CONTRACT No. 3

STRONG AVENUE

PROJECT NO. 2180552
SHEET NO. 13 OF 16

T:\DWG\0 PROJECTS\2018\2180552_MUSKEGON_SANFORD-PECK SANITARY SEWER REPLACEMENT PHASE 1\4_PROD\2180552_PLPR IMPR STRONGLDNG - JSMITH - May, 10 2019 - 07:55am - PreinNewhof

Matthew R. Hulst

From: Matthew R. Hulst
Sent: Tuesday, August 4, 2020 1:46 PM
To: Patrick Jackson
Cc: Gary Merkey; Scott Hodges; Gene Couture; Tyler DeNooyer
Subject: RE: City of Muskegon Jefferson Strong

Patrick,

Please provide a more detailed breakout with hours and equipment. This seems high and I would like to understand why.

Thank you,

Matt

On Aug 4, 2020 11:26 AM, Patrick Jackson <pjackson@jackson-merkey.com> wrote:
Good Morning Matt:

Thank you for sending over Bulletin 3 and working with us on resolving this challenge. Please see below for our pricing for the work efforts and materials required for Bulletin 3. This estimate is based on the City providing the hydrant, valve, and valve box. We will also be including an EOT request connected to this work and some of the associated delays; however, we will send that over later.

Cost Type	Amount
Labor and Equipment	$5,843.00
Materials	$3,006.00
Total	$8,849.00

Please let us know if you have any questions.

Thank you,

Patrick

Patrick Jackson
Jackson-Merkey Contractors, Inc.
3430 Lund Avenue
Muskegon, MI 49442
(C) (231) 670-2740

JACKSON-MERKEY CONTRACTORS, INC.
www.jackson-merkey.com

From: Matthew R. Hulst <MHulst@preinnewhof.com>
Sent: Monday, August 3, 2020 10:50 PM
To: Gary Merkey <gmerkey@jackson-merkey.com>; Patrick Jackson <pjackson@jackson-merkey.com>
Cc: Scott Hodges <shodges@jackson-merkey.com>; Gene Couture <gcouture@preinnewhof.com>; Tyler DeNooyer <tdenooyer@preinnewhof.com>; Dave Baker <dave.baker@shorelinecity.com>; Joel Brookens <joel.brookens@shorelinecity.com>
Subject: City of Muskegon Jefferson Strong

Gary and Patrick,

Please see attached Bulletin 3. This is regarding some storm sewer revisions to get through the existing water main at Strong Street and lowering of the water main on Strong for installation of storm sewer. Please provide pricing for the water main work. This needs to get completed so that the storm can be finished. The City does have a hydrant and valve available. If other fittings are needed due to timing please contact Dave Baker and Wyatt to see what they have available.

The storm sewer changes do not require pricing, the structure is already onsite because it was not used at a different location. Please proceed with the storm sewer revisions. Gene onsite will provide location and inverts. Please let me know if you have any other questions regarding this work.

Thank you,

Matthew Hulst, P.E.
Prein&Newhof
t. 231-798-0101 x.1211
f. 231-798-0337
Website | Blog | LinkedIn

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

August 27, 2020
2180552

Mr. Leo Evans, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: Jefferson/Strong Sanitary Sewer Replacement
Change Order 1

Dear Mr. Evans:

Enclosed with this letter is Change Order 1 for the Jefferson/Strong Sanitary Sewer Replacement project. Change Order 1 includes revisions from Bulletin 1, 2, and 3. Bulletin 1 is a deduct due to a revision of the sanitary sewer at Sanford Street to better align with the upcoming Sanford Reconstruction project. Bulletin 2 is to resurface a portion of Third Street outside the project limits at the City's request. Bulletin 3 is related to modifications required of the water main at Strong Avenue to allow installation of storm sewer improvements.

Please review the enclosed Change Order 1 and if approved please sign and return to Jackson Merkey Contracting and Prein&Newhof. If you have any questions please do not hesitate to ask.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

Enclosures: Change Order 1

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: DPW Laborer Position
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking authorization to create three new full-time positions within the Department of Public Works under the Laborer classification and to begin the process to fill those positions.

Detailed Summary:

DPW has consistently experienced difficulty in filling the current full time skilled positions as they contain barriers to employment that do not offer a path for an entry level applicant to hire in and learn the field. Most all of our positions require a CDL, or state license upon hiring that can limit our pool of available applicants and disqualify an otherwise good candidate from being eligible.

To try and address that issue staff has recently updated the Laborer position description which eliminates many of the more difficult prerequisites to be considered eligible for employment. Applicants will have the opportunity to learn the DPW field, receive training, and become credentialed while employed and eventually become eligible candidates for our harder to fill vacancies as they become available. Laborers would be full time limited term employees working within our current SEIU Unit 2 Contract. The position and pay scale already exists within the union contract though it has not been utilized for some time.

Staff is proposing to hire three (3) Laborers for DPW. Two (2) would have their home account within the water fund (590) and one would have their home account within the Major Streets Fund (202).

The new positions would be largely funded through the recently added Lead Service Line fee that was approved for water bills. The fee anticipates revenue of approximately $750K per year to be used towards replacement of lead service lines within the city, with the goal to replace 200-300 per year. By adding the additional staff we anticipate being able to complete a larger number of lead service line replacements with in house staff as opposed to contracting for the work, while also creating a succession plan for our skilled positions at DPW.

Amount Requested: Approximately $110,000 (20-21) $17.67/Hour x 2,080 Hours x 1.35 (Markup) x 3 EA x 0.75 (Partial Year) = $111,639.06 (Will be ~$150,000 in a full FY)	Amount Budgeted: $0 To be added at future reforecast and will be offset by reduction in 591 Capital line item for "Water Service Replacement Unassigned"

Fund(s) or Account(s): 591-60559 & 202-60440	Fund(s) or Account(s): 591-60559 & 202-60440
Recommended Motion: Authorize staff to create three (3) full time limited term Laborer positions within the Department of Public Works and begin the process of filling the positions.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
JOB DESCRIPTION

LABORER

Supervised By: **DPW Supervisors**
Supervises: **None**
Department: **Varies**
Union Position: **SEIU 517M – Unit 2**

Position Summary:
This is a manual labor position performing unskilled and semi-skilled tasks often of a physically demanding nature. Work may be assigned in any of the following areas; Highways, Water/Sewer, Parks, Cemetery, Traffic, Fleet Maintenance or other union represented departments as necessity requires.

This is a limited term position with a maximum term of two (2) calendar years per employee. This assignment may be extended beyond the maximum term with approval from the Department Head and City Manager.

Essential Job Functions:
An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Punctuality and ability to work 40+ hours per week

2. Ability to perform manual labor typically associated with public works functions. Including, but not limited to the following:

- Sweep/shovel debris, dirt and snow
- Load and unload trucks
- Clean ditches and catch basins
- Cut and haul brush and weeds
- Trim Trees
- Landscape planting & maintenance
- Snowplow and shovel snow
- Assist on street and sidewalk maintenance
- Patch potholes
- Shovel and rake asphalt
- Form and pour concrete
- Set traffic barricades
- Rake leaves and assist on leaf picker
- Mow grass using various equipment
- Repair and replace signage
- Assist with special event operations
- Drive trucks and tractors on a limited basis once approved to do such work
- Assist in repair of broken water and sewer lines
- Exercise water valves
- Monitor and clean lift stations
- Flush hydrants
- Assist with operations at the water filtration plant
- Assist in cemetery operations including grave staking, excavation, etc..
- Provide additional assistance on simple equipment maintenance functions
- Clean vehicles, and shop areas

Required Knowledge, Skills, Abilities and Minimum Qualifications:
The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Education: High school diploma or equivalent is required.
- Ability to perform manual labor for extended periods and withstand exposure to variable weather conditions.
- Ability to read, write and understand oral instructions.
- State of Michigan Vehicle Operator's License, a satisfactory driving record, and the ability to maintain one throughout employment.
- Ability to regularly lift 50 pounds repeatedly for a full shift
- Ability to work in teams under limited supervision and complete tasks in an efficient and timely manner
- Willingness to learn from skilled workers and supervisors and a continued desire for growth in employment
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with coworkers, supervisors, city officials, professional contacts, the median and the general public
- Ability to respond to emergencies on a 24-hours basis

Physical Demands and Work Environment:
The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to travel to various locations within the City and work outside the office at field sites, including visiting construction sites with treacherous terrain, requiring the employee to traverse uneven ground, climb up or crawl down to access the site, and may involve fumes, dust, chemicals or other hazardous materials, loud machinery and equipment, and other dangers associated with engineering projects and construction sites. An employee in this position must have the strength, stamina and physical coordination needed to gain access to the construction project sites described above, observe and inspect work in progress, and operate hand and power tools. The employee is occasionally exposed to adverse weather conditions, loud noises, moving mechanical parts, dust or airborne particles, and fumes. The noise level in the work environment is usually quiet, and may be loud in field situations.

While performing the duties of this job, the employee is frequently required to communicate with others in person and on the phone or on a two-way radio. The employee must regularly lift and/or move items of moderate to heavy weight.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: SP 92012 Lakeshore Trail Repairs
Submitted By: Joel Brookens	Department: Public Works

Brief Summary:

Authorize the award of the SP 92012 Lakeshore Trail Repairs including Alternate #001 to the low bidder, Jackson Merkey Contracting.

Detailed Summary:

Staff solicited bids for repairs to the Lakeshore Trail bike path and shoreline restoration and protection. The bike path was damaged due to high water events and storms in the fall of 2019, between Lakeshore Court and Ruddiman Creek.

Bids received are as follows:

- $233,853.00 – Jackson Merkey alternate #1 $10,860.00
- $261,844.00 – Accurate Excavators alternate #1 $12,000.00
- $289,783.00 – Wadel Stabilization alternate #1 $38,000.00
- $296,006.00 – Anlaan Corporation alternate #1 $30,400.00
- $325,280.00 – Hallack Contracting alternate #1 no bid

The project would be constructed in the Fall of 2020 and Spring of 2021 as needed.

The project is still pending receipt of the necessary MDEGLE and USACE permits which are still outstanding. Permits have been applied for and are in process. A notice to proceed will not be issued and work cannot begin until the necessary permits are obtained.

Also recommend the acceptance of Alternate #1 in the amount of $10,860.00

Amount Requested: $244,443.00	Amount Budgeted: $250,000
Fund(s) or Account(s): 202-92012	Fund(s) or Account(s): 202-92012

Recommended Motion:

Approve the award of the SP 92012 Lakeshore Trail Repairs including Alternate #001 to the low bidder, Jackson Merkey Contracting.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

BID TABULATION

City of Muskegon
Egineering Department

Project Engineer: JDB
Project Number: SP 92012
Project description: Lakeshore Trail Repairs
Date: 8/27/2020

					Engineers Estimate		Jackson Merkey Contractors		Accurate Excavators		Wadel Stabilization		Anlaan Corporation		Hallack Contracting	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	$ 14,000.00	$ 14,000.00	$ 13,200.00	$ 13,200.00	$ 8,600.00	$ 8,600.00	$ 28,900.00	$ 28,900.00	$ 16,250.00	$ 16,250.00	$ 27,500.00	$ 27,500.00
2	2090001	Project Cleanup	LSUM	1	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 6,000.00	$ 6,000.00	$ 1,500.00	$ 1,500.00	$ 7,500.00	$ 7,500.00	$ 1,250.00	$ 1,250.00
3	3010003	Subbase, LM	Cyd	940	$ 18.00	$ 16,920.00	$ 19.00	$ 17,860.00	$ 15.75	$ 14,805.00	$ 30.40	$ 28,576.00	$ 25.00	$ 23,500.00	$ 22.50	$ 21,150.00
4	3020016	Aggregate Base, 6 inch	Syd	1610	$ 9.00	$ 14,490.00	$ 10.80	$ 17,388.00	$ 10.75	$ 17,307.50	$ 16.00	$ 25,760.00	$ 20.00	$ 32,200.00	$ 10.00	$ 16,100.00
5	4010094	Culv End Sect, Metal, 12 inch	Ea	2	$ 150.00	$ 300.00	$ 350.00	$ 700.00	$ 300.00	$ 600.00	$ 368.00	$ 736.00	$ 450.00	$ 900.00	$ 250.00	$ 500.00
6	4010607	Culv, Cl F, 12 inch	Ft	30	$ 20.00	$ 600.00	$ 40.00	$ 1,200.00	$ 25.00	$ 750.00	$ 30.00	$ 900.00	$ 65.00	$ 1,950.00	$ 35.00	$ 1,050.00
7	5010005	HMA Surface, Rem	Syd	1268	$ 3.50	$ 4,438.00	$ 5.50	$ 6,974.00	$ 9.00	$ 11,412.00	$ 8.00	$ 10,144.00	$ 12.00	$ 15,216.00	$ 10.00	$ 12,680.00
8	5010033	HMA, 13A	Ton	111	$ 90.00	$ 9,990.00	$ 180.00	$ 19,980.00	$ 198.00	$ 21,978.00	$ 180.00	$ 19,980.00	$ 180.00	$ 19,980.00	$ 200.00	$ 22,200.00
9	5010034	HMA, 36A	Ton	111	$ 90.00	$ 9,990.00	$ 190.00	$ 21,090.00	$ 209.00	$ 23,199.00	$ 190.00	$ 21,090.00	$ 190.00	$ 21,090.00	$ 200.00	$ 22,200.00
10	8060030	Shared use Path, Grading	Ft	834	$ 8.50	$ 7,089.00	$ 13.00	$ 10,842.00	$ 10.00	$ 8,340.00	$ 48.00	$ 40,032.00	$ 25.00	$ 20,850.00	$ 50.00	$ 41,700.00
11	8130007	Riprap, Heavy, LM	Cyd	700	$ 110.00	$ 77,000.00	$ 135.00	$ 94,500.00	$ 168.00	$ 117,600.00	$ 127.00	$ 88,900.00	$ 150.00	$ 105,000.00	$ 185.00	$ 129,500.00
12	8160027	Mulch Blanket	Syd	300	$ 1.00	$ 300.00	$ 2.25	$ 675.00	$ 1.75	$ 525.00	$ 2.00	$ 600.00	$ 3.00	$ 900.00	$ 2.00	$ 600.00
13	8160062	Topsoil Surface, Furn, 4 inch	Syd	870	$ 1.50	$ 1,305.00	$ 4.50	$ 3,915.00	$ 4.75	$ 4,132.50	$ 9.00	$ 7,830.00	$ 7.00	$ 6,090.00	$ 3.00	$ 2,610.00
14	8167011	Hydroseeding	Syd	870	$ 1.50	$ 1,305.00	$ 1.70	$ 1,479.00	$ 1.00	$ 870.00	$ 1.00	$ 870.00	$ 1.50	$ 1,305.00	$ 2.00	$ 1,740.00
15	8167050	Large Boulder	Ea	49	$ 100.00	$ 4,900.00	$ 450.00	$ 22,050.00	$ 525.00	$ 25,725.00	$ 285.00	$ 13,965.00	$ 475.00	$ 23,275.00	$ 500.00	$ 24,500.00
					Total:	$ 163,627.00		$ 233,853.00		$ 261,844.00		$ 289,783.00		$ 296,006.00		$ 325,280.00

ALTERNATE #1

alt 1		Ledger Repair	Ea	4			$ 2,715.00	$ 10,860.00	$ 3,000.00	$ 12,000.00	$ 9,500.00	$ 38,000.00	$ 7,600.00	$ 30,400.00	$ -	$ -

NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, CITY OF MUSKEGON STANDARD SPECIFICATIONS AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2011 AASHTO GUIDELINES.

CITY OF MUSKEGON

IN COOPERATION WITH

PLAN AND PROFILE OF PROPOSED

LAKESHORE TRAIL REPAIRS AND SHORELINE RESTORATION

MDOT STANDARD PLANS TO BE INCLUDED:

R-92-C STEEL GRATES FOR END SECTIONS

R-96-E SOIL EROSION & CONTROL MEASURES

* INDICATES SPECIAL DETAIL INCLUDED IN PROPOSAL/PLANS

GENERAL NOTES:

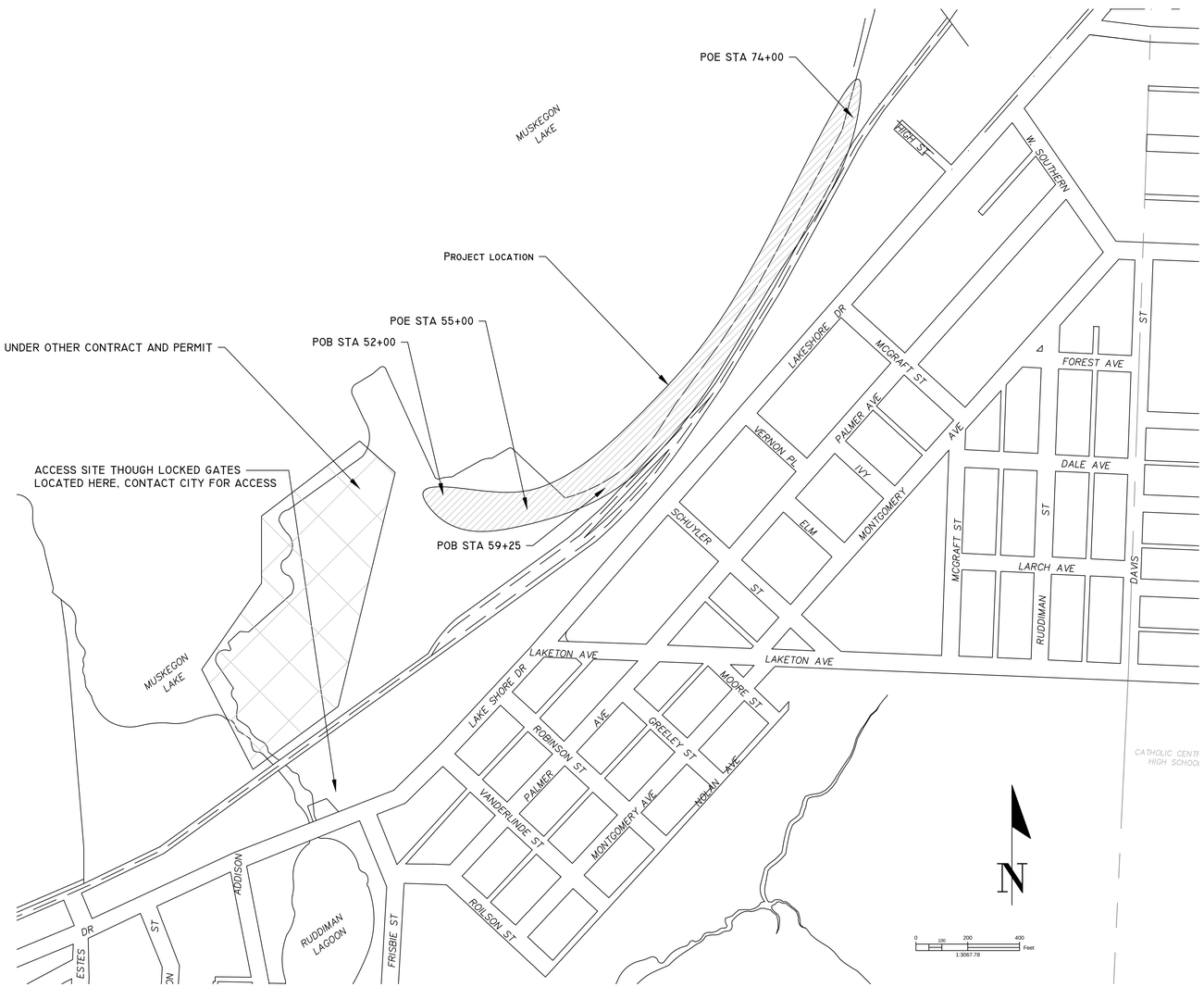
1. SURVEY, STATIONING AND LAYOUT WAS DERIVED FROM PAST CONSTRUCTION PLANS DATED 2005. LIMITED TOPO AND ELEVATIONS WERE GATHER IN DECEMBER OF 2019 TO EVALUATE THE EXTENT OF STORM DAMAGE. EXISTING CONDITIONS, INCLUDING ELEVATIONS, ARE SUBJECT TO CHANGE DUE TO CIRCUMSTANCES OUTSIDE THE CONTROL OF THE CITY OF MUSKEGON. NO GUARANTEE IS IMPLIED THAT PLANS MATCH EXISTING CONDITIONS. CONTRACTOR IS TO VERIFY EXISTING CONDITIONS OF THE SITE, MATCH ALL EXISTING MEETS AND COORDINATE WORK ACTIVES WITH NEIGHBORING CONTRACTORS.

2. FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG, 1-800-482-7171, A MINIMUM OF 3 WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF ALL UTILITY LINES. ALL MISS DIG PARTICIPATING MEMBERS WILL THUS BE NOTIFIED, THIS DOES NOT RELIEVE THE CONTRACTOR THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE PART OF THE MISS DIG ALERT SYSTEM.

3. PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THE PLAN USING AVAILABLE INFORMATION, BUT ARE NOT GUARANTEED AS ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT.

4. THE CONTRACTOR SHALL SAW CUT ALL MEETS RELATIVE TO SIDEWALK OR PAVEMENT CONSTRUCTION UNLESS WAIVED BY THE ENGINEER. PAYMENT FOR SAW CUTTING SHALL BE INCLUDED IN THE PAYMENT FOR THE PAY ITEMS PAVT, REM, MODIFIED, CURB AND GUTTER, REM, HMA CRUSH AND SHAPE, HMA SURFACE, REM AND SIDEWALK, REM. NO ADDITIONAL PAYMENT WILL ALLOWED FOR SAW CUTTING.

5. THE CONTRACTOR SHALL PREVENT EROSION AND CONTROL SEDIMENTATION ASSOCIATED WITH THE PROJECT. KEEP SEDIMENTATION WITHIN THE RIGHT OF WAY (OR CONSTRUCTION LIMITS) AND OUT OF SURFACE WATERS. CONSTRUCT AND MAINTAIN TEMPORARY EROSION AND SEDIMENTATION CONTROLS, TO INCLUDE INLET PROTECTION, FABRIC DROPS ON ALL INLET STRUCTURES, NEW AND EXISTING, AND INSTALL TEMPORARY EROSION, SEDIMENTATION CONTROLS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ON A DAILY BASIS SOIL TRACKED ONTO EXISTING PAVED ROADS, (VACUUM METHODS ARE PREFERRED BUT BROOM SWEEPING IS ACCEPTABLE IF THE MATERIAL IS REMOVED) THE CONTRACTOR SHALL INSPECT ALL SOIL EROSION / SEDIMENTATION CONTROL MEASURES ON A WEEKLY BASIS OR AFTER EACH RAINFALL EVENT, CLEAN REPAIR, OR REPLACE, AS NECESSARY, TO ENSURE PROPER FUNCTION. ALL SOIL EROSION / SEDIMENTATION CONTROLS SHALL REMAIN UNTIL ALL DISTURBED AREAS ARE STABILIZED. ALL SOIL EROSION / SEDIMENTATION CONTROL, EXCEPT FOR THE EROSION CONTROL, INLET PROTECTION, FABRIC DROP AND SILT FENCE SHALL BE INCLUDED WITH THE PAY ITEM PROJECT CLEAN UP. NO OTHER PAYMENT SHALL BE MADE.



UTILITIES

ELECTRIC
JOEL BROWN
CONSUMERS ENERGY
700 E STERNBERG ROAD
NORTON SHORES, MI 49441
(231) 332-2682

TELEPHONE
DAVID B. FLERMOEN
FRONTIER COMMUNICATIONS
860 TERRACE STREET
MUSKEGON MI 49440
(231) 727-1319

NATURAL GAS
VINCENT DUCA
DTE ENERGY
2359 OLTHOFF DRIVE
MUSKEGON MI 49444
(231) 578-0488 (CELL)

CABLE
COMCAST
TBA

WATER & SEWER
DAVE BAKER
CITY OF MUSKEGON - DPW
1350 E KEATING AVENUE
MUSKEGON MI 49442
(231) 724-4100

RAILROAD
SCOTT KNIGHT - ROADMASTER
MICHIGAN SHORE RAILROAD
311 E. WESTERN AVE.
MUSKEGON, MI 49442
(616) 293-0564

SHEET INDEX

SHEET	DESCRIPTION
1.	TITLE SHEET
2.	STA 52+00 TO 55+00 PLAN & CROSS SECTION
3.	STA 59+00 TO 67+50 PLAN & CROSS SECTION
4.	STA 72+00 TO 74+00 PLAN & CROSS SECTION

811
3 WORKING DAYS
EXCLUDING SAT, SUN & HOLIDAYS
BEFORE YOU DIG
CALL MISS DIG
Know what's below.
Call before you dig.

CONSTRUCTION INCLUDES APPROXIMATELY 800 FEET OF SHORELINE RESTORATION AND 1,100 FEET OF HMA BIKE PATH REMOVAL AND RECONSTRUCTION ON A LIMITED ACCESS SITE ALONG MUSKEGON LAKE SHORELINE IN THE CITY OF MUSKEGON, MUSKEGON COUNTY.

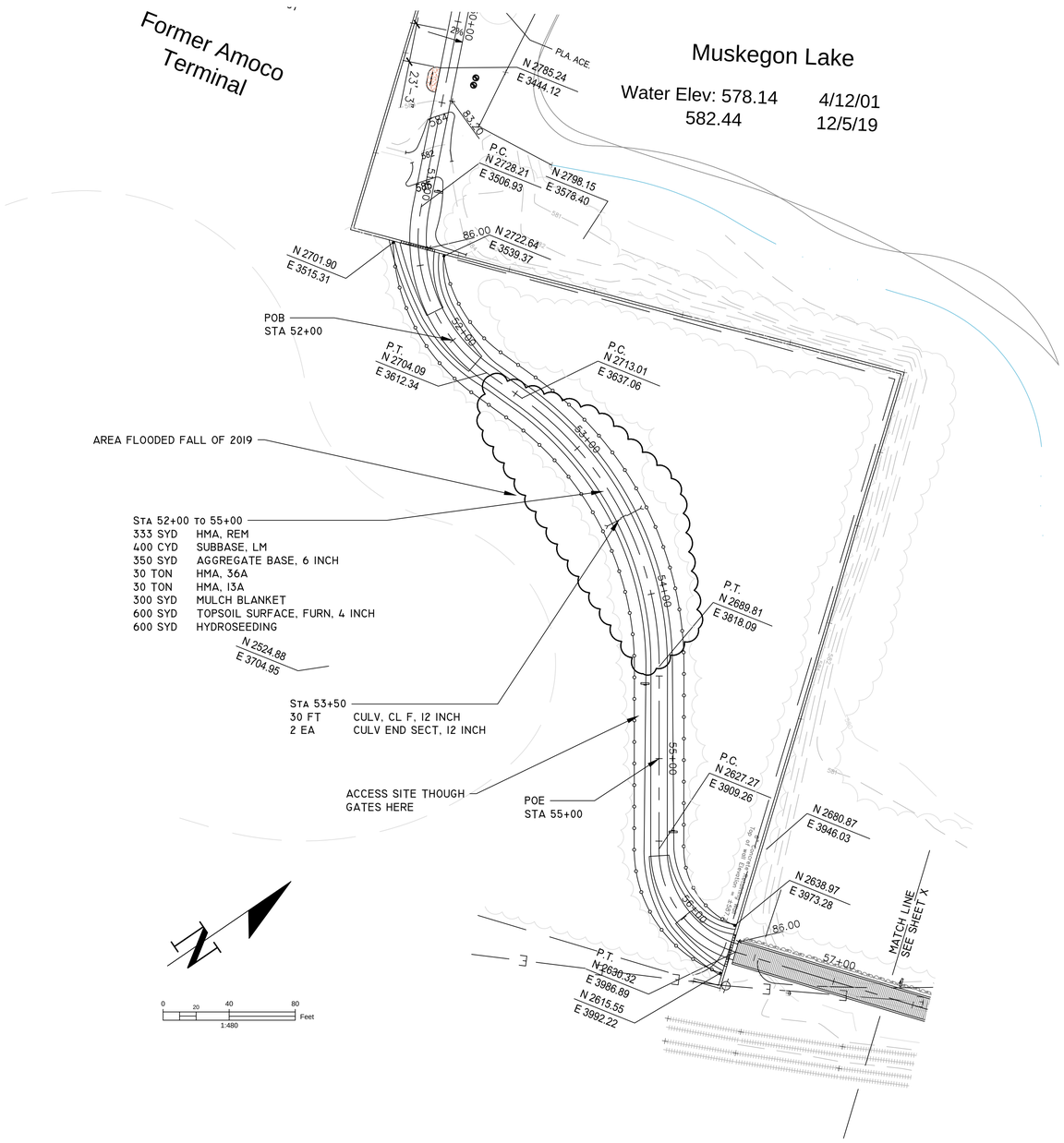
PREPARED UNDER THE SUPERVISION OF:

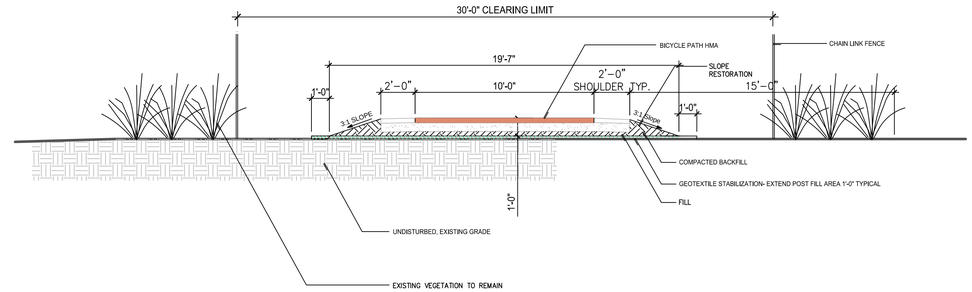
LEO EVANS, P.E.
CITY ENGINEER

CITY OF MUSKEGON
ENGINEERING DEPARTMENT
1350 E KEATING AVE
MUSKEGON MI 49442

55599
REGISTRATION NUMBER

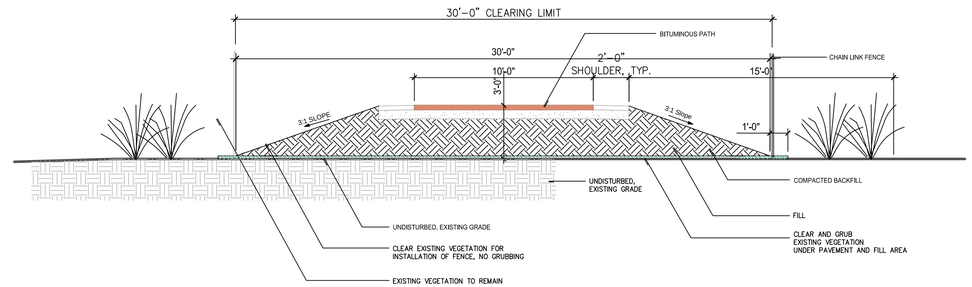
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				LAKESHORE TRAIL AND SHORELINE RESTORATION		
DRAWN J BROOKENS	12/2019	REVISION J BROOKENS	07/2020	SURVEY MC SMITH	2001	PROJECT NO SP 92012
CHECKED		REVISION 3/18/20	JB	AS-BUILT		
APPROVED		REVISION		SCALE		SHEET NO. 1 OF 4





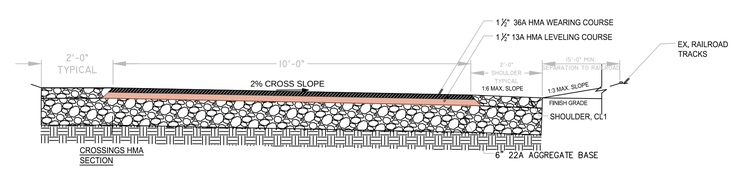
Existing Cross Section STA 52+50 TO STA 55+25

Scale: 1/4"=1'-0"



Proposed Cross Section STA 52+00 TO STA 55+00

Scale: 1/4"=1'-0"



1/2 **Typ Cross Section: Bicycle Path HMA**

Scale: NTS

HMA APPLICATION TABLE (BICYCLE PATH, HMA)

				MIN. AWI
MIXTURE TYPE 36A	165 LBS/Syd	PG58-28	TOP(WEARING) COURSE	260
	0.10 GAL/Syd		BOND COAT	
MIXTURE TYPE 13A	165 LBS/Syd	PG58-28	TOP(WEARING) COURSE	260

REDUCE AIR VOIDS TO 3% FOR EACH HMA MIXTURE

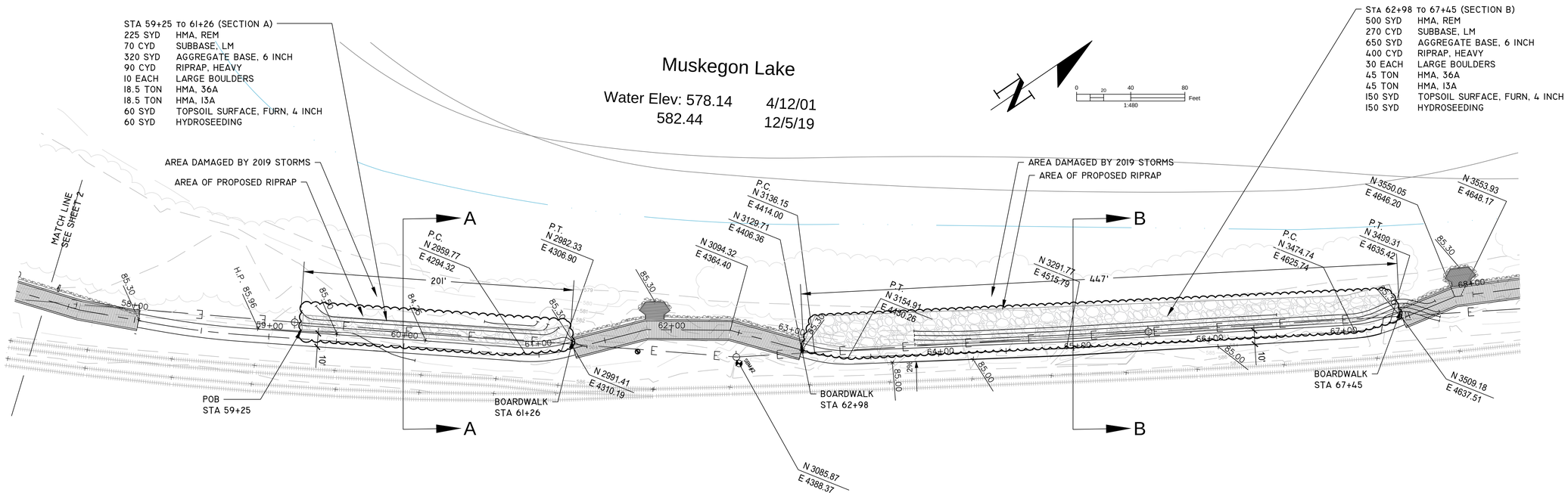
QUANTITIES THIS SHEET

DESCRIPTION	QUANTITY	UNIT
HMA SURFACE, REM	333	SYD
SUBBASE, LM	400	CUBIC YARD
AGGREGATE BASE, 6 INCH	350	SYD
RIPRAP, HEAVY LM	0	CUBIC YARD
SHARED USE PATH, GRADING	300	FT
HMA, 36A	30	TON
HMA, 13A	30	TON
CULV, CL F, 12 INCH	30	FT
CULV END SECT, 12 INCH	2	EA
MULCH BLANKET	300	SYD
TOPSOIL, FURN, 4 INCH	600	SYD
HYDROSEEDING	600	SYD

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

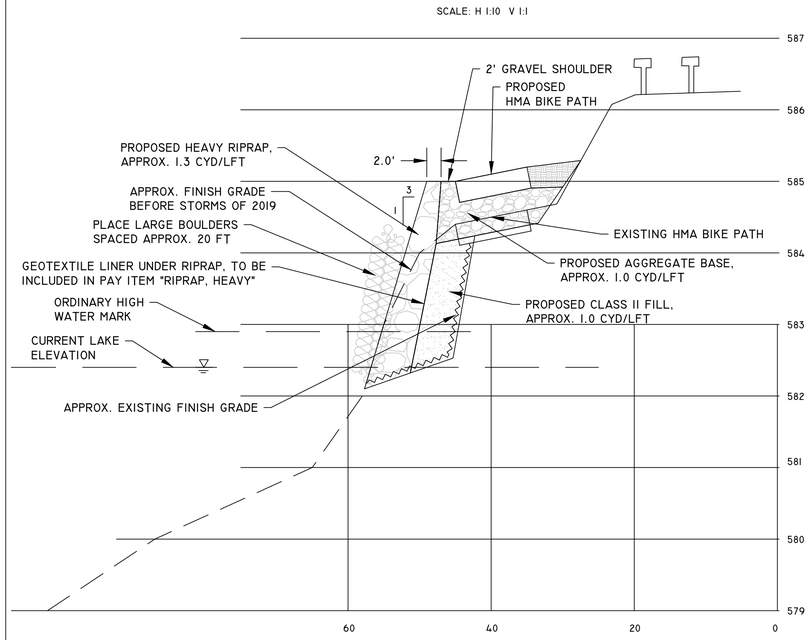
LAKESHORE TRAIL AND SHORELINE RESTORATION

DRAWN	J BROOKENS	12/2019	REVISIONJ BROOKENS	07/2020	SURVEY MC SMITH	2001	PROJECT NO
CHECKED			REVISION		AS-BUILT		SP 92012
APPROVED			REVISION		SCALE 1" = 40'		SHEET NO. 2 OF 4



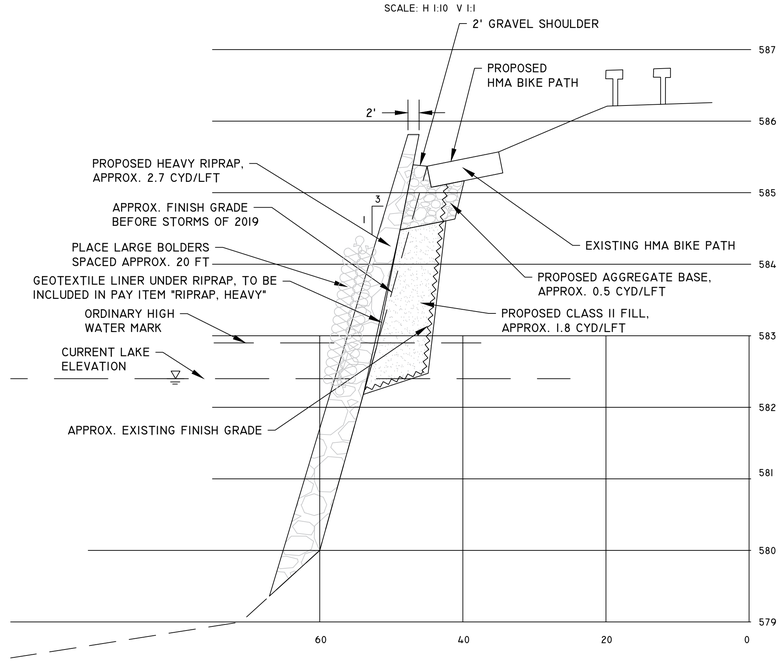
CROSS SECTION A-A
TYPICAL STA 59+25 TO 61+26

SCALE: H 1:10 V 1:1



CROSS SECTION B-B
TYPICAL STA 62+98 TO 67+45

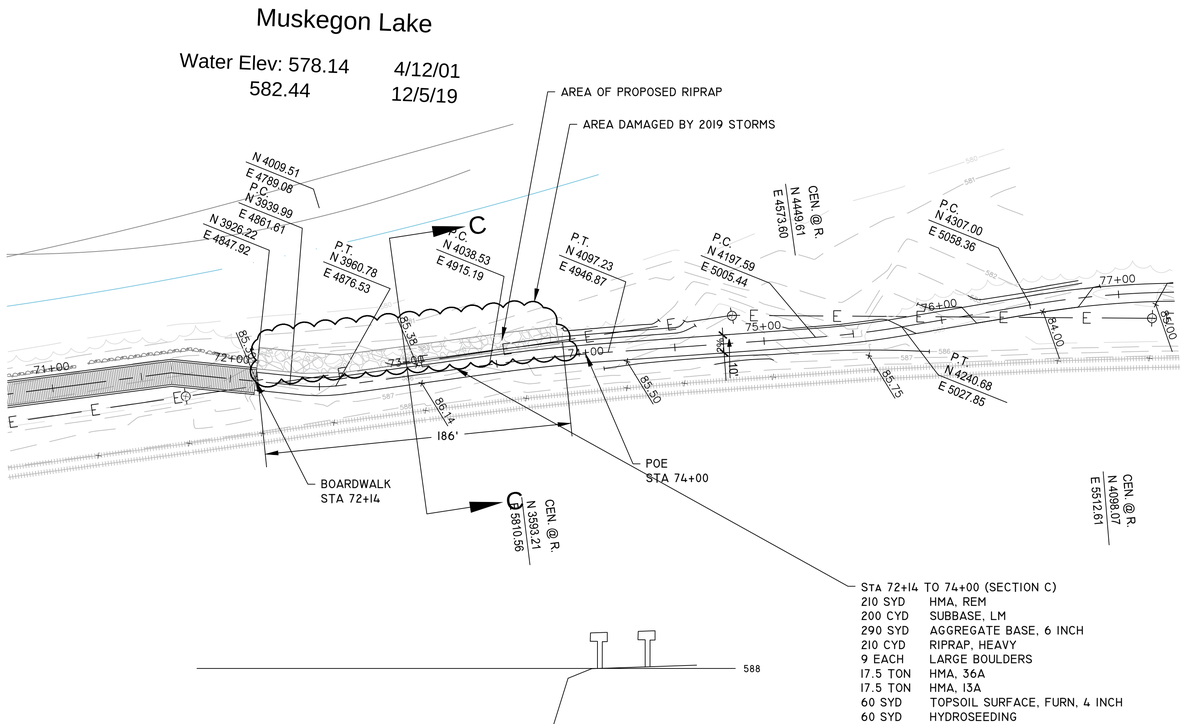
SCALE: H 1:10 V 1:1



QUANTITIES SECTION A		
DESCRIPTION	QUANTITY	UNIT
HMA SURFACE, REM	225	SYD
SUBBASE, LM	70	CUBIC YARD
AGGREGATE BASE, 6 INCH	320	SYD
RIPRAP, HEAVY LM	90	CUBIC YARD
LARGE BOULDER	10	EACH
SHARED USE PATH, GRADING	201	FT
HMA, 36A	18.5	TON
HMA, 13A	18.5	TON
MULCH BLANKET	0	SYD
TOPSOIL, FURN, 4 INCH	60	SYD
HYDROSEEDING	60	SYD

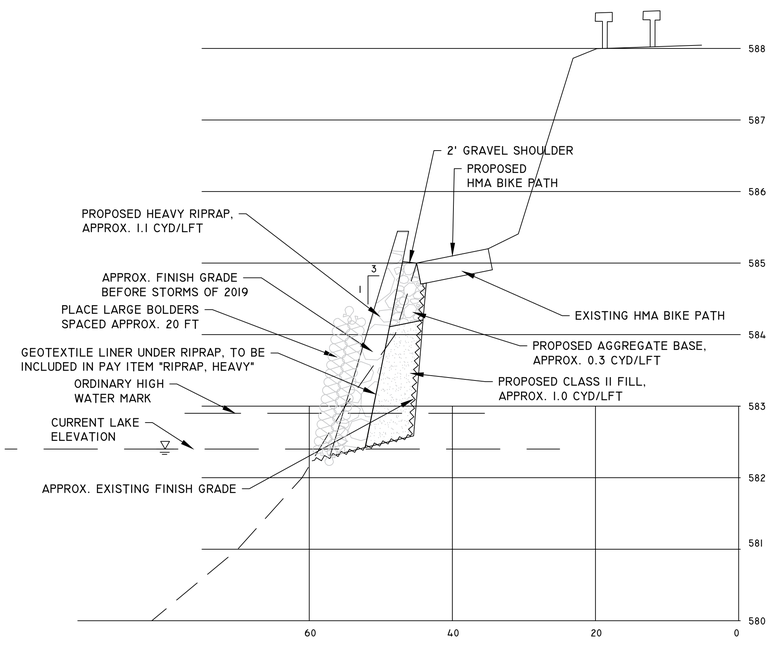
QUANTITIES SECTION B		
DESCRIPTION	QUANTITY	UNIT
HMA SURFACE, REM	500	SYD
SUBBASE, LM	270	CUBIC YARD
AGGREGATE BASE, 6 INCH	650	SYD
RIPRAP, HEAVY LM	400	CUBIC YARD
LARGE BOULDER	30	EACH
SHARED USE PATH, GRADING	447	FT
HMA, 36A	45	TON
HMA, 13A	45	TON
MULCH BLANKET	0	SYD
TOPSOIL, FURN, 4 INCH	150	SYD
HYDROSEEDING	150	SYD

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				LAKESHORE TRAIL AND SHORELINE RESTORATION		
DRAWN J BROOKENS	12/2019	REVISIONJ BROOKENS	07/2020	SURVEY MC SMITH	2001	PROJECT NO SP 92012
CHECKED		REVISION		AS-BUILT		
APPROVED		REVISION		SCALE 1" = 40'		SHEET NO. 3 OF 4



STA 72+14 TO 74+00 (SECTION C)

210 SYD	HMA, REM
200 CYD	SUBBASE, LM
290 SYD	AGGREGATE BASE, 6 INCH
210 CYD	RIPRAP, HEAVY
9 EACH	LARGE BOULDERS
17.5 TON	HMA, 36A
17.5 TON	HMA, 13A
60 SYD	TOPSOIL SURFACE, FURN, 4 INCH
60 SYD	HYDROSEEDING



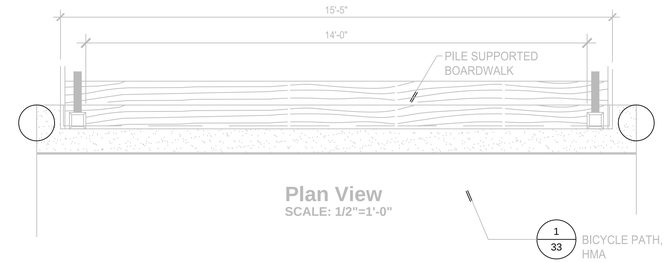
CROSS SECTION C-C
TYPICAL STA 72+14 TO 74+00

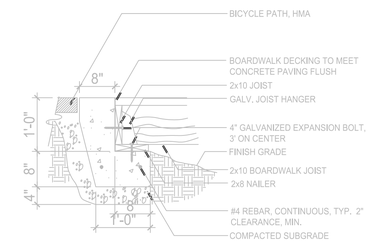
SCALE: H 1:10 V 1:1

QUANTITIES SECTION C		
DESCRIPTION	QUANTITY	UNIT
HMA SURFACE, REM	210	SYD
SUBBASE, LM	200	CUBIC YARD
AGGREGATE BASE, 6 INCH	290	SYD
RIPRAP, HEAVY LM	210	CUBIC YARD
LARGE BOULDER	9	EACH
SHARED USE PATH, GRADING	186	FT
HMA, 36A	17.5	TON
HMA, 13A	17.5	TON
MULCH BLANKET	0	SYD
TOPSOIL, FURN, 4 INCH	60	SYD
HYDROSEEDING	60	SYD

ALTERNATE #1

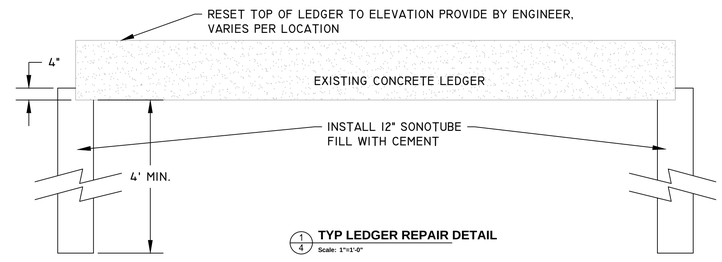
FROM ORIGINAL CONSTRUCTION AS BUILT PLANS TO SHOW EXISTING CONDITIONS, ALL WORK IS NOT PART OF THIS CONTRACT





CONCRETE BOARDWALK LEDGER SHALL NOT BE PAID FOR SEPARATELY BUT PAID FOR AS TIMBER STRUCTURE, BOARDWALK

3/37 **Boardwalk Ledger**
Scale: 1"=1'-0"



1/4 **TYP LEDGER REPAIR DETAIL**
Scale: 1"=1'-0"

GENERAL NOTES:

1. THE EXISTING LEDGERS HAVE BEEN UNDER MINDED, ARE SINKING AND PULLING THE REST OF THE BOARD WALK WITH THEM. THERE IS NO FOOTING OR REAL SUPPORT FOR THE EXISTING LEDGER. THE IDEA IS TO ADD SOME SORT OF SUPPORT FOR THE LEDGER DURING HIGH WATER EVENTS.
2. UNDER BASE BIDS (NO ALTERNATE SELECTED), THE CITY WILL SUPPORT AND SHORE UP THE LEDGERS TEMPORARILY UNTIL BASE AND RIPRAP IS INSTALLED. CONTRACTOR IS TO COORDINATE WITH THE CITY.
3. METHOD OF INSTALLATION WILL BE DETERMINED BY THE CONTRACTOR. IF A COMPLETE REMOVAL OF THE LEDGER IS DEEMED NECESSARY, THEN COMPLETE RE-INSTALLATION NEEDS TO BE INCLUDED IN COST.
4. THE PAY ITEM WILL BE "LEDGER REPAIR" WITH A UNIT OF EACH. EACH LEDGER LOCATION IS CONSIDERED ONE REPAIR. ALL WORK, MATERIAL AND EQUIPMENT NEEDED TO RESET EACH LEDGER AT PROPER ELEVATION WILL BE INCLUDED IN THIS PAY ITEM.
5. THE CITY MAY ENTERTAIN OTHER ALTERNATE METHODS OF PROVIDING SUPPORT FOR EXISTING LEDGERS.
6. IF THIS ALTERNATE IS DELETED FROM THE CONTRACT, THE CITY MAY PROVIDE WORK UNDER A SEPARATE CONTRACT. THE CONTRACTOR IS TO COORDINATE WITH THE CITY TO ENSURE THE LEDGERS ARE REPAIRED BEFORE THE BIKE PATH HMA TOP COURSE IS PLACED.

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				LAKESHORE TRAIL AND SHORELINE RESTORATION		
DRAWN J BROOKENS	12/2019	REVISIONJ BROOKENS	07/2020	SURVEY MC SMITH	2001	PROJECT NO
CHECKED		REVISION		AS-BUILT		SP 92012
APPROVED		REVISION		SCALE 1" = 40'		SHEET NO. 4 OF 4

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Mausoleum Repairs
Submitted By: Leo Evans	Department: Public Works

Brief Summary: Authorize the award of the Mausoleum Wall Restoration including Option #001 to the low bidder, Midwest Building Maintenance.

Detailed Summary:

Staff solicited bids for repairs to the mausoleum at Evergreen Cemetery. Work includes, repairs to spalled limestone, tuck pointing, window caulking, and moisture barrier sealant on entire building. Option #001 includes repairs to the limestone front steps.

Bids received are as follows:

- $29,508.00 – Midwest Building Maintenance Option #001 - $750.00
- $36,750.00 – Kent Companies Option #001 - $575.00
- $97,600.00 – Bornor Restoration Option #001 - $4,200.00
- $120,869.00 – RAM Services Option #001 - $4,300.00

The project would be constructed in the Fall of 2020.

Project will require adjustment in a future reforecast with funding being drawn from the Cemetery Perpetual Care Fund to cover the capital project costs.

Amount Requested: $30,258.00	Amount Budgeted: $0
Fund(s) or Account(s): 101	Fund(s) or Account(s): 101

Recommended Motion:

Approve the award of the Mausoleum Wall Restoration contract including Option #001 to the low bidder, Midwest Building Maintenance, in the amount of $30,258.00

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only: Commission Action:

since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

August 25, 2020
TJ Morris
The Garland Company
(616) 502-6817
tmorris@garlandind.com
www.garlandco.com

City of Muskegon – 2020 Project Recommendation

Attn: To Whom It May Concern

Thank you again for allowing The Garland Company the opportunity to assist the City of Muskegon with the 2020 Roofing Project as well as the Evergreen Cemetery Restoration.

Bids were received in the afternoon of August 25, 2020, after a 2-week bidding period. There was a total of 15 contractors that showed up for both Prebid's. We have compiled all of the bidding information into a bid tabulation form and have reviewed it, in order to provide the City of Muskegon with what we believe is the best solution option moving forward to achieve all of the goals the City has had.

Bids were received on the following buildings:

- DPW – Section #2 (Roofing)
- Evergreen Cemetery – Wall Exterior Restoration

DPW: Roofing – Section #2

Section #2 at DPW was bid with three different options that the City could choose from. We received 5 contractor bids at due date. All 5 contractors are approved applicators and all submitted a bid bond with their bid.

Option #1: 10-year warranty for Section #2A
Option #2: 20-year warranty for Section #2A
Option #3: 10-year warranty for Section #2A and #2B

Low Bidder per Option:

Option #1: Thomas Brown and Son	**$85,583**
Option #2: Hoekstra Roofing	**$139,979**
Option #3: Thomas Brown and Son	**$125,597**

HOLDING OFF ON DPW ROOF AT THE MOMENT
L. EVANS 9/2/20

After review of the bids and knowing that the eventual goal for DPW is to have solar installed to help reduce energy costs, it would be our recommendation that the City award the bid to Hoekstra Roofing for Option #2. This is going to provide Section #2A with a 20-year warranty with extension possibilities once the initial warranty expires. This is going to provide the City with the lowest Cost Analysis long-term, all while providing a great solution underneath Solar.

The next recommendation if the above isn't chosen, would be to award the roofing contract to Thomas Brown and Son for Option #3. This option is still a good option for underneath solar, and could still be eligible for warranty extension after 10-years. This option would also address 66% of the total Section #2 Square Footage, leaving only 10,000 SF left for next fiscal year.

Evergreen Cemetery: Wall Restoration

Evergreen Cemetery was bid out to have the contractors address the restoration work that is needed to the limestone façade. There was also an add alternate included to address the stone steps entering the building.

We received four bids back out of the six contractors that were present at the Prebid.

Low Bidder:

Option #1: Midwest Building Maintenance **$30,258** ✓ L. Evans 9/2/20

After review, it would be our recommendation that the City award the bid to Midwest Building Maintenance to have them complete the restoration work needed on the exterior of the mausoleum at Evergreen Cemetery.

Please feel free to ask us any questions that you may have when reviewing not only the bid tabulation form, but also during review of this recommendation.

Sincerely,

TJ Morris

CITY OF MUSKEGON

BID TABULATION: EVERGREEN CEMETARY

2020 WALL RESTORATION

8/26/2020

	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR	KENT COMPANIES		BORNOR RESTORATION		RAM SERVICES		MBM	
TELEPHONE	616-258-9989		517-482-1625		616-350-7860		616-318-1031	
QUOTED BY	ZACH RICHMOND		ANTHONY KUCH		BRADY MCNEILL		PHIL BOUMA	
DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROJECT PRICING								
OPTION #1		$35,750.00		$96,600.00		$108,711.00		$13,575.00
ADD ALTERNATE: FRONT STEPS		$ 575.00		$ 4,200.00		$ 4,300.00		$ 750.00
MATERIAL PRICING								
OPTION #1	DID NOT SUBMIT	$ -	DID NOT SUBMIT	$ -		$ 11,158.00		$14,933.00
LINE ITEM PRICING:								
TUCKPOINTING	PERCENT	0%	PERCENT	10%	PERCENT	0%	PERCENT	0%
	LIN. FT.	$ 5.00	LIN. FT.	$ 8.00	LIN. FT.	$ 8.25	LIN. FT.	$ -
ESTIMATED FREIGHT FEES	$	1,000.00	$	1,000.00	$	1,000.00	$	1,000.00
OPTION #1 TOTAL	$	36,750.00	$	97,600.00	$	120,869.00	$	29,508.00
ADD. ALTERNATE	$	575.00	$	4,200.00	$	4,300.00	$	750.00
COMBINED TOTAL	$	37,325.00	$	101,800.00	$	125,169.00	$	30,258.00

L. Evans
9/2/20

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:9/8/2020	Title: Citizen Participation Plan (CPP) Amendment
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: The CARES Act (Coronavirus Aid, Relief, and Economic Security Act) promotes the amendments to our CPP's comment period. These changes expedite procedures to provide reasonable notification and access for citizen of no less than 5 days.	
Please see attachments. Changes are highlighted.	
Amount Requested: 0	Amount Budgeted: 0
Fund(s) or Account(s): 0	Fund(s) or Account(s): 0
Recommended Motion: To approve the amendments made to the CPP.	
Check if the following Departments need to approve the item first: Police Dept.☐ Fire Dept.☐ IT Dept.☐ For City Clerk Use Only: Commission Action:	

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City of Muskegon
Citizen Participation Plan

The City of Muskegon fully understands that there is a strong correlation between a successful CDBG/HOME program and the degree of citizen input in the planning, implementation and assessment process. As a representative of the community the citizens offer first-hand knowledge of the concerns and needs of the community and their neighborhood that staff may not be aware of or not realize the importance of. City staff are made aware of issues, suggestions and important responses to potential city plans, activities and projects.

The City of Muskegon understands the importance of having citizen involvement during and after the planning and implementation of its Community Development activities. The Community and Neighborhood Services department staff is responsible to coordinate the duties of our policy to ensure citizens participate in an advisory role in implementing and assessment of projects.

Citizen Participation Plan Objectives

The City of Muskegon encourages participation of its citizens, especially those residents who are extremely low, very low, low and moderate income. Citizens are also encouraged to participate who reside in high minority concentrated neighborhoods, who are non-English speaking or speak limited English. Residents are also encouraged to participate that are involved in the housing area whether it be as a realtor, builder, housing advocate, nonprofit or for profit developers or residents of Public Housing and or other types of assisted housing residents. All residents involved in the public service area are also encouraged to participate.

A. The City will provide citizens with reasonable and timely access to all of its committee meetings, in person or virtually.

B. The City will offer technical assistance from the City's Community Neighborhood Services Department to residents and eligible nonprofit in developing proposals, conducting research, etc.

C. The City's Community Neighborhood Services department will respond to all formal complaints submitted to the Community Neighborhood Services department in writing within 15 days of receipt with a written response.

D. If and when notified the City will supply assistance to residents with mobility problems, hearing and visual impediments that wish to participate in the City meetings concerning its CDBG/HOME activities and process and or any other related meeting.

E. The City will consult with local Public Housing authorities when developing any studies related to housing development, neighborhood revitalization (i.e. Consolidated Plan, Action Plan, CAPER etc) In order so that the local Public Housing Authority can submit any related information to be included in the plan and make the information available to their tenants and or board members.

Citizen District Council

The City of Muskegon, Community Development Block Grant, Citizen District Council is composed of four (4) Citizens representing each of the four wards, three (3) Citizens from at large with one (1) non-voting liaison from the City commission.

All members are appointed by the City Commission and their terms are for three (3) years.

The purpose of the Citizens District Council (CDC) is to act as an advisory board to the City Commission on all matters dealing with the U.S. Department of Housing and Urban Development programs concerning the City of Muskegon and it citizenry.

All CDC meetings are open to the public and are subject to the Michigan Open meeting act, Public Act 276 of 1976 as amended (MCL Section 15.261 et.seq.)

Scope of Participation

- The Citizen District Council will be involved in an advisory capacity in reviewing the proposed annual Consolidated Plan, any amendments to the existing CDBG/HOME program, and the Consolidated Annual Performance Evaluation Report (CAPER), prior to the scheduled Public Hearing.

- The Citizens District Council (CDC) will be briefed on the status and performance of the programs during its regular meetings, in order that members may provide meaningful input to assess the effectiveness of the program activities in addressing the 1990 National Affordable Housing Act (NAHA) and the CDBG National objectives. CDC minutes will be included in the Consolidated Annual Performance Evaluation Reports (CAPER).

- **Access for Information and Records**

  As part of the City of Muskegon Consolidated Planning Process, the City will make available to citizens, public agencies, nonprofit and other interested parties the following information:

  - The total amount of funding the City anticipates receiving from the U.S. Department of Housing and Urban Development each fiscal year.
  - The type of activities that will be undertaken with that particular fiscal years funding.

- The estimated amount of funding which will be committed to activities benefiting low and moderate-income residents.

Amendments and/or Modifications

The City will follow 24CFR 91.505 when making amendments or modifications to the Consolidated plan, Action Plan or Citizen Participation Plan. An amendment to the Consolidated Plan or Action Plan will be necessary when one of the following occurs.

1. A change occurs in the City's allocation priorities or a change in the method of distribution of funds.

2. It is necessary to change the purpose, scope, location or beneficiaries of an activity.

3. An activity is to be carried out using funds from any program covered by the Consolidated Plan but not previously described in the Action Plan.

Criteria for Substantial Amendment

The City of Muskegon considers an item to be a substantial amendment that significantly affects the scope of services, purposes or beneficiaries of a project or in combination with other changes that are greater than 12% of the year's fiscal CDBG or HOME entitlement amount in question.

Any amendments to the Consolidated Plan will be advertised on our Website, in the City's major newspaper "the Muskegon Chronicle or Mlive" allowing the citizenry 30 days to comment on the amendment(s) unless there is a Pandemic, Natural Disaster, or National Crisis then a 5 day comment period will be used to expedite the needs of the community. The City will review all comments concerning the changes written or oral. A summary of the comments and views along with any required replies will be attached to the amendments of the plan.

Period for Citizen Comments

A formal comment period of 30 days will be provided for all Consolidated Plans, Annual Action Plans, Citizens Participation Plan. In case of Environmental reviews and request for release of funds activities the City will comply with CFR 24 58.45. In the event of a Pandemic, Natural Disaster, or National Crisis, we will limit the comment period to 5 days.

In all circumstances a summary of the plan, performance report, or substantial amendment, or other relevant documentation will be published at the beginning of the formal comment periods.

The summary will clearly express the period that comments will be accepted (i.e., 5, 15, 20, or 30 days) as well as the procedure for making comments.

Written comments received during the comment period along with oral comments made during Public Hearings will be considered. A summary of such comments by citizens, public agencies, and other interested parties will be attached to the relevant Plan, substantial amendment or performance report or related document. In a situation where it is not favorable incorporated the comments will be included in the summary of comments along with an explanation of why it was not possible to incorporate the comments.

Public Hearings

- The City of Muskegon will hold at least two (2) Public Hearings per year during regular City Commission meetings in order to obtain comments and suggestions of citizens on the proposed activities and or complaints.
- In person hearings will not be required during Pandemics, Natural Disasters, or National Crisis to expedite procedures to provide no less than 5 days for public comment. If virtual public hearings are offered reasonable notification and access for citizens will be provided.

- The City of Muskegon Community and Neighborhood Services department will publish a notice of public hearings in the Muskegon Chronicle, Mlive, City Hall entrances, Facebook, or other social media sites ten (10) days prior to the Public Hearing date. The notice will include date, time, place, virtual instructions, and/or procedure of the hearing and topics to be considered.

Availability and Accessibility to Documents during Public Comment Periods

The City of Muskegon will have the document available for public review and comment at the following locations:

- Community and Neighborhood Services office, City Hall, 933 Terrace St. 2nd Floor

- City of Muskegon City Clerk's office, City Hall, 933 Terrace St. 1st Floor

- Hackley Public Library, Research Section, 316 W. Webster Ave, Circulation Desk

- Muskegon Housing Commission, 1080 Terrace Street

- City Website: www.shorelinecity.com

- Facebook: https://www.facebook.com/CityofMuskegon/

- Instagram: https://www.instagram.com/cityofmuskegon/

Anti-Displacement Policy

The City of Muskegon has attempted to avoid to all extent feasible the involuntary permanent displacement of persons as a result of federally assisted projects. No displacement is anticipated to occur as a result from current or projected community development or housing activities to be under taken by the City. If conditions occur which trigger displacement as defined by applicable Federal regulations the City will provide all advisory services and financial assistance in accordance with the Uniform Relocation and Real Property acquisition Policies Act of 1970 and Section 104(d) of the Housing and Community Development Act of 1987 as amended the City will take the necessary steps to ensure its subrecipients or CHDO's and agents are aware of the necessity of avoiding displacement and that they are also aware of their responsibility should displacement occur in connection with any of the activities they administer.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: MERS Supplemental Contribution
Submitted By: Beth Lewis	Department: Finance
Brief Summary: The MERS Defined Benefit amount that was expensed each pay period based on the wages of current Defined Benefit employees was over expensed for the fiscal year FY2019-20 by $89,670.86. Staff is requesting authorization to make a supplemental payment to MERS for $89,670.86.	
Detailed Summary: Each fiscal year based on our required annual contribution to MERS for our Defined Benefit group Finance calculates a percent of wages to be expenses to MERS contribution for each employee division each pay. This year, as in several years in the past, the amount expensed exceeded our required contribution by $89,670.86. The city can always contribute more than the minimum required contribution and by doing so will earn additional investment income and may lower future contribution requirements. Staff is recommending making a supplemental payment to MERS for $89,670.86	
Amount Requested:	Amount Budgeted: N/A expensed in FY19-20
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize staff to make a supplemental payment to MERS for $89,670.86.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2020	Title: Resolution Authorizing Issuance of 2020 Capital Improvement Bonds
Submitted By: Beth Lewis	Department: Finance
Brief Summary: To approve the Resolution Authorizing Issuance of 2020 Capital Improvement Bonds not to exceed $8,000,000.	
Detailed Summary: The 2020 Capital Improvement Bonds are being issued for additions and improvements to the Muskegon Central Dispatch 9-1-1 facility and fire station, Hartshorn Marina including new docks, clubhouse and pool, Hartshorn Village including water, sewer and road improvements, to acquire police department body camera equipment and the refinancing of existing financing for a new roof and heating, ventilation and cooling improvements to Mercy Health Arena not to exceed $8,000,000. The bonds will be payable in 20 annual installments.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the Resolution Authorizing Issuance of 2020 Capital Improvement Bonds not to exceed $8,000,000.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION AUTHORIZING ISSUANCE OF
2020 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

CITY OF MUSKEGON
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, conducted electronically in conformity with Governor Whitmer's Executive Order No. 2020-154 and Executive Order 2020-165, on September 8, 2020, at 5:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

_____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, State of Michigan (the "City"), has previously determined that it is necessary to pay to pay all or part of the cost to acquire, construct, furnish and equip additions and improvements to: a) the Muskegon Central Dispatch 9-1-1 facility and fire station; b) Hartshorn Marina Village, including water, sewer and road improvements; c) acquire police department body camera equipment; and d) refinance existing obligations to finance a new roof and heating, ventilation and cooling improvements to Mercy Health Arena; including all related site improvements; and

WHEREAS, the City deems it necessary to borrow the principal amount of not to exceed Eight Million Thousand Dollars ($8,000,000) and issue capital improvement bonds (the "Bonds" as further defined below) pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost of the Project; and

WHEREAS, the City has previously published a notice of intent to issue the Bonds in accordance with Act 34, which provides that the Bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the Bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and no petition has been filed as of this date; and

WHEREAS, the City desires to negotiate the sale of the Bonds to Robert W. Baird & Co. (the "Underwriter") within the parameters established by this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2020 Capital

Improvement Bonds (Limited Tax General Obligation) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Eight Million Dollars ($8,000,000) for the purpose of paying all or part of the costs of the Project and the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration. The Bonds will be dated as of the date of delivery (or such other date as determined at the time of sale thereof), be payable on October 1 (or such other date as determined at the time of sale thereof) in the years, not to exceed twenty (20) annual installments, and in the amounts determined at the time of sale thereof, and be subject to redemption in the manner and at the times and prices to be determined at the time of sale by the City Manager, Finance Director or City Clerk (each, an "Authorized Officer" and collectively, the "Authorized Officers").

The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in any event not to exceed five percent (5.00%) per annum, first payable on April 1, 2021 and semiannually thereafter each April 1 and October 1, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the "Transfer Agent").

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent.

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Security for the Bonds; Limited Tax Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and

interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Treasurer is authorized and directed to open a separate fund to be known as the 2020 CAPITAL IMPROVEMENT BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate account to be known as the 2020 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND (the "Construction Fund"). The Treasurer shall deposit the proceeds of the Bonds less accrued interest and capitalized interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform the Bond to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON
2020 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
Registered Owner:	October 1, 20___	_____, 2020	

Principal Amount: Dollars

The City of Muskegon, County of Muskegon, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 2021 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the City Commission of the City adopted on _____, 2020 for the purpose of paying the cost of various capital improvements for the City.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after ____ 1, 20__, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON
County of Muskegon
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

THE HUNTINGTON NATIONAL BANK
Grand Rapids, Michigan
Transfer Agent

_____
Transfer Agent

By: _____

Authorized: _____

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

7. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

8. Negotiated Sale. The City Commission has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.

9. Bond Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each individually authorized to negotiate the sale of the Bonds to the Underwriter, negotiate and execute a bond purchase agreement with the Underwriter, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

10. Adjustment of Bond Terms. The Authorized Officers are each individually authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, and other matters within the parameters established by this resolution; provided that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate on the Bonds shall not exceed 5.00% per annum and the underwriter's discount shall not exceed 1.50% of the par amount of the Bonds.

11. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code.

12. Continuing Disclosure Undertaking. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and each of the Authorized Officers are authorized to execute such undertaking prior to delivery of the Bonds.

13. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding its periodic representation in unrelated matters of the Underwriter and other parties or potential parties to the transaction contemplated by this resolution.

14. Authorization of other Actions. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) approve the circulation of a final official statement describing the Bonds and to execute the same on behalf of the City; (c) (d) obtain ratings for the Bonds; (e) pay costs of issuance including but not limited to transfer agent fees, bond counsel fees, rating agency fees, costs of printing the Bonds and the preliminary and final official statements, publication of notices, and any other costs necessary to accomplish sale and delivery of the Bonds; and (f) do all other acts, take all other necessary procedures, and make such filings with any parties, including the Michigan Department of Treasury, necessary or desirable to effectuate the sale, issuance and delivery of the Bonds.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

_____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

_____
Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on September 8, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as temporarily modified by Governor Whitmer's Executive Order No. 2020-154 and Executive Order No. 2020-165 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Ann Marie Meisch
City Clerk

36454625.5\063684-00051

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 9-8-2020	Title: Social District Permit recommendations
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.	
Detailed Summary: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial five such requests at your Aug. 25 meeting. The attached resolution includes Burl & Sprig and Nipotes which are also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATON APPROVALS

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held virtually, live on the city's FaceBook page per the governor's COVID-19 executive order on open meetings, on the 8th day of September, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

WHEREAS, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our local business community; and

WHEREAS, restaurants and bars, which have been key contributors to the historic redevelopment of Downtown Muskegon, have been and will continue to be hard hit by the economic impact of the pandemic; and

WHEREAS, increasing availability of outdoor spaces for dining and drinking will help downtown and its businesses recover; and

WHEREAS, Public Act 124 of 2020 empowers local governments like the City of Muskegon to enhance its downtowns with Social Districts and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Commission licensees who obtain Social District Permits; and

WHEREAS, the City Commission has designated a Downtown Muskegon Social District and Common Area, and

WHEREAS, the city has received requests from multiple qualified licensees to recommend approval of their Social District Permit applications by the Michigan Liquor Control Commission, and

WHEREAS, the licensed establishments are contiguous to the Common Area within the Social District, and

WHEREAS, the City Commission desires to recommend approval of the Social District Permit applications,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
   a. Burl & Sprig Management LLC, 500 W. Western Suite 300, 49440
   b. Nipotes, LLC, 98 W. Clay, 49440
   c. Rake Beer Project, LLC, 794 Pine Street, 49442
   d.

2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

_____
Ann Marie Meisch, City Clerk

_____
Stephen J Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on September 8, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended and modified by the governor's COVID-19 executive order and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

Ann Marie Meisch, City Clerk

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Burl + Sprig Management LLC		
Address: 500 West Western Ave. suite 300		
City: Muskegon	State: MI	Zip Code: 49440
Contact Name: Cody Wasilchenko	Phone: (941)-421-6407	Email: cody@wmrum.com

Part 2 - Required Documents & Fees

☒ Local Governmental Unit Approval
Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)

☒ $70.00 Inspection Fee *(MLCC Fee Code 4036)*

☒ $250.00 Social District Permit Fee *(MLCC Fee Code 4081)*

TOTAL DUE: $320.00

Make checks payable to **State of Michigan**

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Cody Wasilchenko owner — Print Name of Licensee & Title

Signature of Licensee

5/26/2020 — Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Nipotes LLC		
Address: 98 W. Clay		
City: Muskegon	State: MI	Zip Code: 49440
Contact Name: Shawn & Jeff Church	Phone: 231-725-5100	Email: jeffchurch@nipotes.com

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval
Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)

☐ $70.00 Inspection Fee *(MLCC Fee Code 4036)*

☐ $250.00 Social District Permit Fee *(MLCC Fee Code 4081)*

TOTAL DUE: [ ]

Make checks payable to **State of Michigan**

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Shawn Church (co-owner)		9/2/20
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 -

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Rake Beer Project LLC		
Address: 794 Pine Street		
City: Muskegon	State: MI	Zip Code: 49442
Contact Name: Josh Rake	Phone: (231) 750-2952	Email: Rakebeerproject@gmail.com

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval
Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)

☐ $70.00 Inspection Fee (*MLCC Fee Code 4036*)

☐ $250.00 Social District Permit Fee (*MLCC Fee Code 4081*)

TOTAL DUE: 320.00

Make checks payable to **State of Michigan**

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Josh Rake, Owner		9/3/20
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

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WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:9-8-2020	Title: Business Improvement District public hearing
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: A public hearing has been scheduled to receive comment on a proposed three-year renewal of the Downtown Muskegon Business Improvement District special assessments through a resolution establishing the district, rates and budget for 2021-2023.	
Detailed Summary: The Muskegon City Commission has approved the Downtown Muskegon Business Improvement District three times since 2016 to enhance the public services in the central business district. The current three-year BID special assessment expires Dec. 31, 2020. The BID Board recommends a three-year renewal of the BID with a reduced district footprint, the same special assessment rates providing a reduced budget that would focus work on summer landscaping and winter sidewalk snow removal. The proposed BID would generate approximately $113,000 in special assessment revenues each year to be collected on the winter tax bills. Class A properties, the commercial properties involved in downtown activities and business, would be assessed $0.08 per square foot of land with a cap of $4,000. Class B properties, those zoned for industry and manufacturing, would be assessed $0.04 per square foot of land with a cap of $2,000. Staff will track the number of objections and the percentage of the assessment for the objecting properties. After hearing public comment, the attached resolution would establish the district, rate, budget and appoint two commissioners to the Board of Assessors. The special assessment roll also is attached and would be subject to a second public hearing before the Muskegon City Commission in October if the district is created.	
Amount Requested: None	Amount Budgeted: None
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To close the public hearing and approve the resolution to create a Downtown Muskegon Business Improvement District, special assessment rate and budget for 2021, 2022 and 2023, additionally naming two commissioners to the Board of Assessors.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:

RESOLUTION APPROVING DOWNTOWN MUSKEGON

BUSINESS IMPROVEMENT DISTRICT

2021-2023

City of Muskegon

County of Muskegon, Michigan

Resolution At First Hearing Creating Special Assessment District For Downtown Muskegon Business Improvement District (BID) Location and Description of Properties to be assessed:

See Exhibit A attached to this resolution

RECITALS:

1. By resolution of the City Commission, a hearing has been held on September 8, 2020, at 5:30 p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held on September 8, 2020, there were _____ objections by the owners of the property in the city registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost, including all assessable expenses, and determines them to be reasonable.

2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property to be assessed in the district for downtown improvements and services. The City Commission determines that the assessments of costs of the City project will enhance the value of the property to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit and remove a burden from the property associated with the services and improvements to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include all of the property included in Exhibit A.

2. The City Commission determines to proceed with the special assessment.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners_____ and _____ and the city Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon a benefit basis.

4. It is hereby determined that, based on the estimates of cost for services and improvements downtown, the City will levy a special assessment in the said district on "Class A" Properties, as defined in the BID Bylaws, for an annual assessment of $0.08/sf with no assessment to exceed $4,000 and "Class B" Properties, as defined in the BID Bylaws, for an annual assessment of $0.04/sf with no assessment to exceed $2,000 commencing with the Winter 2020 tax bill.

5. Upon Submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes_____

Nays
_____

CITY OF MUSKEGON

By _____

Ann Marie Meisch, City Clerk

By _____

Stephen J. Gawron, Mayor

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on September 8, 2020. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public acts of 1976, as amended and modified by the governor's COVID-19 executive order and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

CITY OF MUSKEOGN

By _____

Ann Marie Meisch, City Clerk

RESOLUTION APPROVING DOWNTOWN MUSKEGON

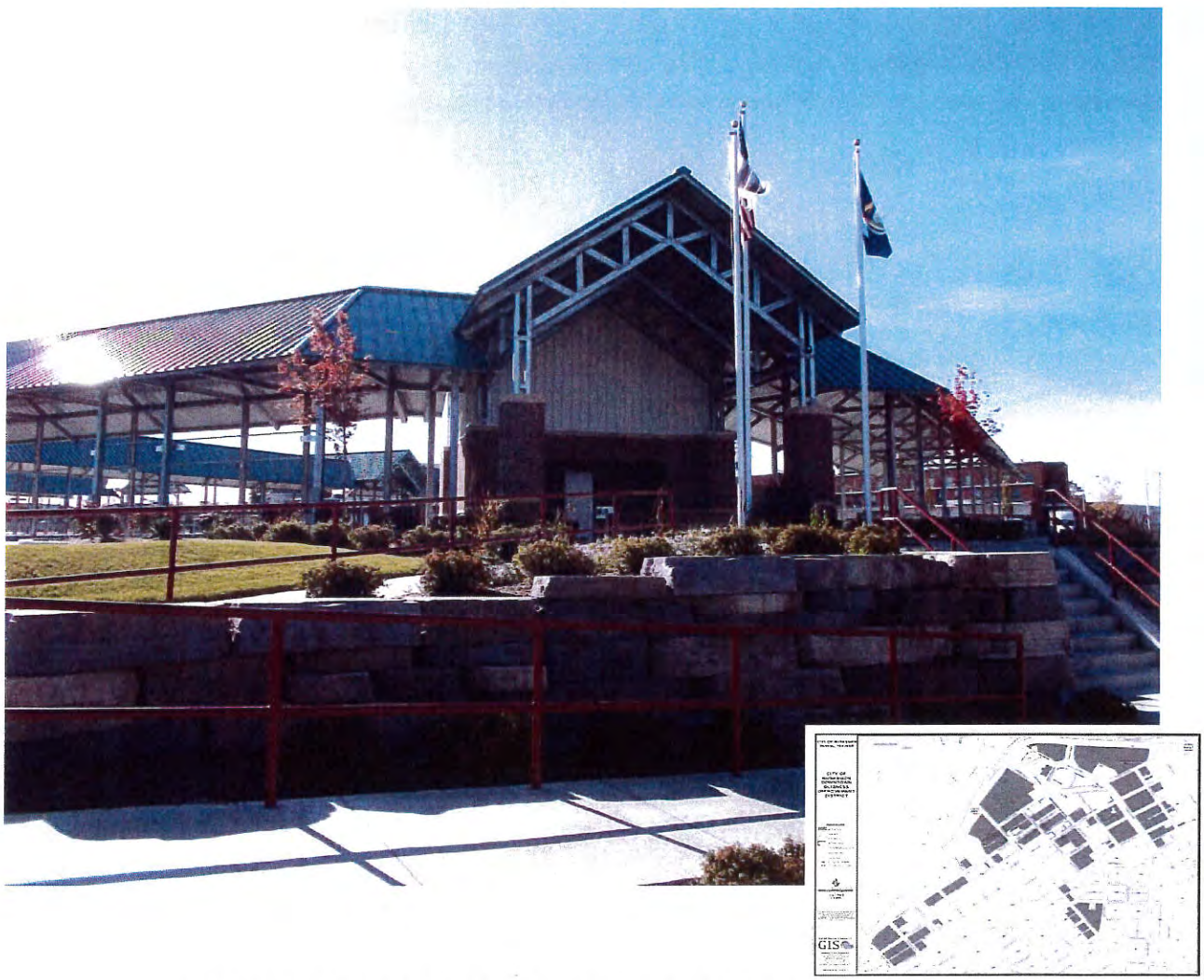
BUSINESS IMPROVEMENT DISTRICT

2021-2023

Exhibit A

DOWNTOWN MUSKEGON

BUSINESS IMPROVEMENT DISTRICT



SPECIAL ASSESSMENT BENEFIT ANAYLSIS SUMMARY

PREPARED BY THE MUSKEGON COUNTY EQUALIZATION DEPARTMENT

August 12, 2020

August 12, 2020.

Downtown Muskegon Business Improvement District Board
933 Terrace Street
Muskegon, MI 49443

Dear Board Members:

In accordance with your request, I have examined the proposed special assessment district for the Downtown Muskegon Business Improvement District. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date of this analysis is August 12, 2020.

The proposed special assessment district encompasses all classes of properties. The Downtown Muskegon Business Improvement District Board has provided per parcel cost estimates in accordance with the City's Special Assessment Policy and all project-related costs.

The three year project is estimated to have a first year assessment of $113,681.

The amount of money to be spread is based on a per parcel rate of $0.08 per square foot of lot size for a "Class A" Property, not to exceed $4,000, and $0.04 per square foot of lot size for a "Class B" Property, not to exceed $2,000, as defined by the Downtown Muskegon Business Improvement District Board in their Bylaws. The Downtown Muskegon Business Improvement District Board is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the Board justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. Simply stated, the rate of $0.08 per square foot of lot size for a "Class A" Property and $0.04 per square foot of lot size for a "Class B" Property as defined by the Downtown Muskegon Business Improvement District Board in their Bylaws for the above mentioned project area appears reasonable and equitable based upon the data presented by the Downtown Muskegon Business Improvement District Board, and supporting office records.

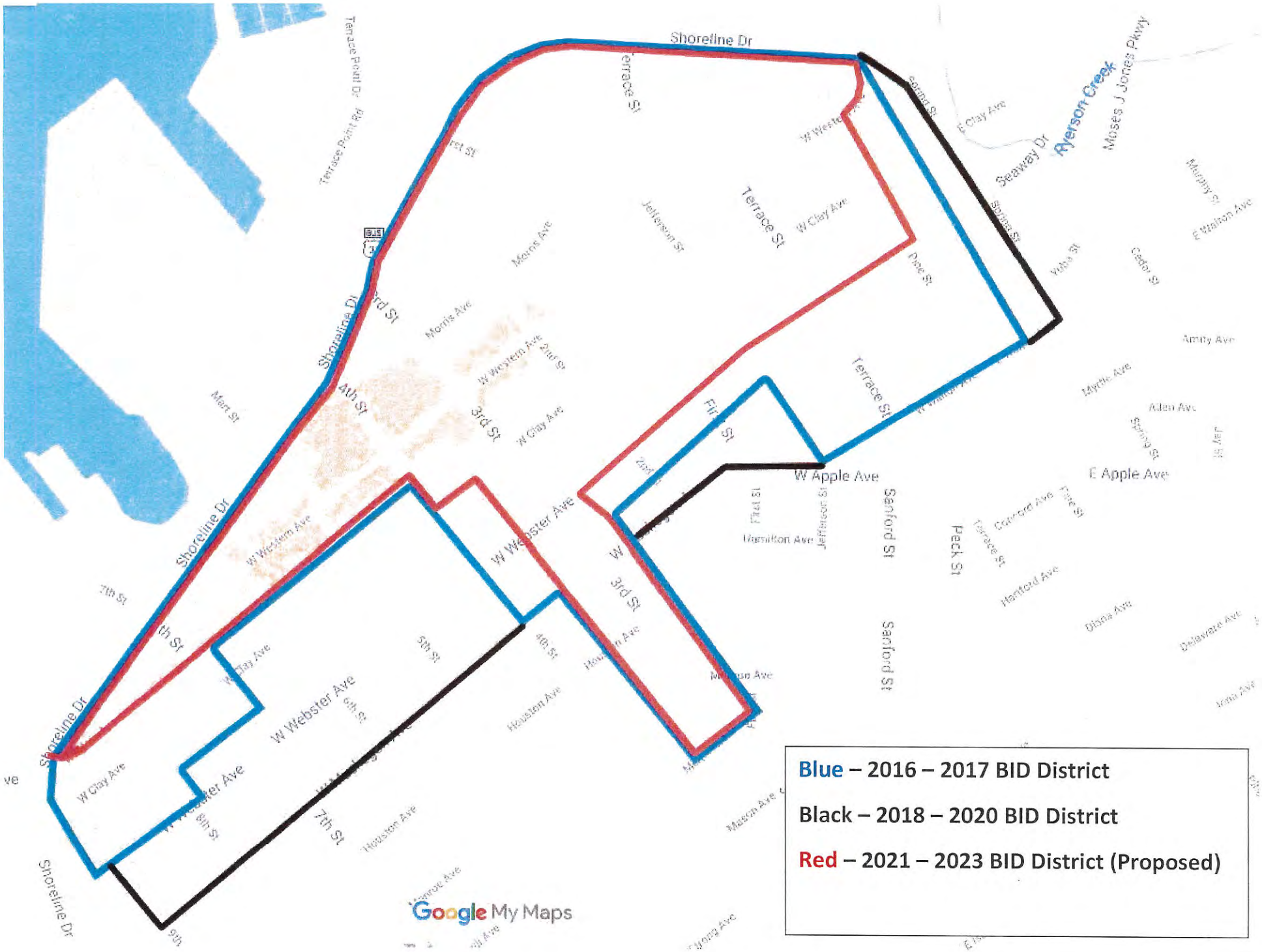
Sincerely,

D Vander Vries

Donna Vandervries, MMAO
City of Muskegon Assessor

West Western Avenue and 3rd Street

Equalization Department file photo



Blue – 2016 – 2017 BID District

Black – 2018 – 2020 BID District

Red – 2021 – 2023 BID District (Proposed)

Downtown Muskegon Business Improvement District

2020 - 2023 Assessment
Regarding: Assessment for 2021, 2022 and 2023
Date: July 27, 2020
To: Muskegon City Clerk/City Commission
From: Downtown Muskegon Business Improvement District Board

Overview:

After separate public hearings, the Muskegon City Commission approved the Downtown Muskegon Business Improvement District on Nov. 24, 2015 and the district assessment rolls on Jan. 12, 2016. The approval was for one year. Again in 2016, the Muskegon City Commission had a status quo renewal of the BID for 2017 after public hearings Sept. 27, 2016 and Oct. 25, 2016. The BID Board used 2017 to study and review the BID District and the assessment structure, asking for a three-year renewal 2018-2020. After public hearing Sept. 26, 2017 and Oct. 24, 2017, the Muskegon City Commission approved an expanded district but the same special assessment rate for three years.

As Downtown Muskegon develops and downtown agencies progress, there is still a need for special assessment support for downtown through a BID assessment. Following a review of requested and needed services within the Downtown Muskegon Business Improvement District, the BID Board recommends to the Muskegon City Commission a reduction in the size of the Downtown Muskegon Business Improvement District and continuation of the same special assessment rate for an additional **3 YEARS** with an assessment being established for the 2021, 2022 and 2023 calendar years.

The BID board recommends the Business Improvement District boundaries be decreased to better reflect benefit to downtown property owners but still support overall downtown services. The BID board also recommends no changes to the assessment rates, property classifications and maximum assessments that fairly spread responsibility for downtown services. The BID board's recommendation for a slimmed down district, budget and work plan for the next three years comes with a recommendation that this is the last special assessment that should be needed to fund downtown services.

Like in 2018-2020, the assessments would be placed on the winter property tax bills.

2020 - 2023 Assessments:

- "Class A" Properties, as defined in the BID Bylaws, shall be assessed an annual assessment of $0.08/sf with no assessment to exceed $4,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
    - In the instance of a condo property the master deed shall be used in determining the percent of the assessment that an individual property owner would be assessed.

- "Class B" properties as defined in the BID Bylaws be assessed an annual assessment of $0.04/sf with no assessment to exceed $2,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
    - Note that the BID Board on April 25, 2017 voted to amend the BID Bylaws to define a "Class B" property as: "Properties located within the Downtown Muskegon Business Improvement District which are currently use for, or zoned for industrial or manufacturing." The word "automotive" was removed from the definition, moving that category of property to "Class A."

- Based on this assessment structure, approximately $113,681 can expected to be collected for services to support businesses and property owners within the BID in 2021.
  (A budget recommendation & explanation is attached as a separate memo.)

- The assessment shall be placed on the 2021, 2022 and 2023 winter property tax bills.

- The 2021-2023 BID district, assessment rolls and collection methods were discussed at BID Board meetings Feb. 24, June 29 and July 27, 2020. A resolution supporting the above recommendation was voted on at the July 27, 2020 BID Board meeting. The vote result was as follows:

2021-23 BID Extension Vote: recommendation approved 6-0

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Bob Tarrant	X				
VC Bruce Lindstrom	X			Motion	
John Riegler	X				
Phyllis Watson-Laudermill					X
Frank Peterson	X				
Mike Hennessy	X				
Kathy Denison	X			Support	

Downtown Muskegon Business Improvement District

Budget Recommendation & Explanation
Date: July 27, 2020
To: Muskegon City Clerk/City Commission
From: Downtown Muskegon Business Improvement District Board

Budget Recommendation:

This is a proposed sixth-year budget for the Downtown Muskegon Business Improvement District for 2021-2023 Based on a two tier assessment where "Class A" Properties pay $0.08/sf annual and "Class B" Properties pay $0.04/sf annual the Downtown Muskegon BID can expect to generate $113,681 during 2021.

Proposed 2021-2023 BID budgets

2020 BID Estimated Fund Balance	$50,000
2021 Estimated Revenues	$113,681
2021 Expenditures	
Snow removal	($65,000)
Landscaping	($30,000)
Marketing, promotion, events	($0)
Streetscape	($0)
Administration	($17,000)
Contingency	($1,681)
Total	**($113.681)**
Estimated Fund Balance Dec. 31, 2021	$50,000

Budget Note:

The BID Board in 2019 appointed the Muskegon Downtown Development Authority as staff and managers of the BID. A Letter of Understanding between the BID and DDA board was signed, having the budget and general spending categories established by the BID Board and work plans carried out by DDA staff of the city of Muskegon. The administrative fee of $17,000 per year is budgeted.

All unused funds go to cash reserves in fund balance.

Budget Explanation:

Snow removal: The BID's largest line item is dedicated to snowplowing and salt application along sidewalks within the BID where the majority of the Class A properties are located along portions of W. Western Ave., Clay Ave., Morris Ave., Terrace St., Jefferson St., Pine St., 1st, 2nd, 3rd, 6th & 7th Streets. Funds will also be used to clear parking areas which are generally used by the public – specifically the two lots between 2nd and 3rd Streets accessed off of Morris Ave and a lot along Third Street in the Midtown business district. With fund balance for snow removal and a reduced district footprint, the BID Board will attempt to expand the snow removal services

in the high publicly trafficked areas of the district for weekend and holiday events as the budget allows for 2021 and beyond. Snow removal services have been provided by a combination of the city of Muskegon's Public Works Department and a private contractor.

Landscaping: The Downtown Muskegon BID in 2017 contracted with city of Muskegon Public Works Department to provide a high level of landscaping service after seeking bids from private contractors City DPW crews have been providing summer landscaping services ever since. Summer landscaping includes the wedding and fertilization of common areas throughout the BID (grass cutting is done by the city). This line item also includes the planting and maintenance of flower planters throughout the BID and the flowers and maintenance provided by a private contractor. Fall clean-up will consist of removal of leaves from the BID district and preparation of the planning beds for the winter. The reduction in the footprint of the BID will not reduce the amount of landscape work.

Marketing, promotion, events: The BID will no longer provide resources for marketing, promotion and events, leaving those services up to the DDA or other groups.

Streetscape: The BID will no longer provide resources for the broad streetscape category, leaving those services up to the DDA or other groups.

Administration: Downtown Muskegon Now provided the staff support to design and establish the Downtown Muskegon Improvement District in 2015 and 2016. As promised to the Muskegon City Commission for 2016, there was no BID funds expended for "salaries and benefits" – administrative costs. The BID requires staff time and effort as an administrative fee was added to the budget in 2018 going forward. With DMN ending operations June 30, 2019 in a consolidation with the DDA, the DDA and the City of Muskegon took over downtown management. The administrative fee will be paid to the DDA, which will manage the BID.

The 2021-2023 BID budget and work plan was approved by a vote of the BID Board on July 27, 2020 The BID board vote results were:

2021 BID Budget Vote: recommendation approved 6-0

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Bob Tarrant	X				
VC Bruce Lindstrom	X				
John Riegler	X				
Phyllis Watson-Laudermill					X
Frank Peterson	X			Support	
Mike Hennessy	X				
Kathy Denison	X			Motion	

Downtown Muskegon Celebration Square

Equalization Department file photo

PARCEL NO.	ADD. #	STREET NAME	OWNER	AREA (SF)	ASS'MT AMT	% OF ASSESSED PROPERTIES	ASS'MT BASED ON SQ FTAGE	CLS	NOTES
61-24-433-000-0003-00	926	2ND ST	HSD II LLC	871.2	$ 69.70	0.033990483	0.002719239	A	
61-24-433-000-0002-00	930	2ND ST	HSD II LLC	871.2	$ 69.70	0.033990483	0.002719239	A	
61-24-433-000-0001-00	934	2ND ST	HSD II LLC	871.2	$ 69.70	0.033990483	0.002719239	A	
61-24-205-563-0006-00	902	3RD ST	HUME PROPERTIES LLC	56628	$ 4,000.00	2.209381373	0.17675051	A	CAP
61-24-605-000-0001-00	939	3RD ST	939 THIRD STREET LLC	66211.2	$ 4,000.00	2.583276683	0.206662135	A	CAP
61-24-205-567-0001-50	955	3RD ST	939 THIRD STREET LLC	103237.2	$ -	4.027872196	0.322229776	A	CONT. 939 3RD
61-24-205-351-0007-00	1100	3RD ST	VENTURE ONE MANAGEMENT LLC	9147.6	$ 731.81	0.356900068	0.028552005	A	
61-24-205-367-0001-00	1115	3RD ST	SIGMA PROPERTIES LLC	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-367-0016-00	1121	3RD ST	SQUARE TWO DEVELOPMENT	1742.4	$ 139.39	0.067980965	0.005438477	A	
61-24-205-367-0015-00	1125	3RD ST	SQUARE TWO DEVELOPMENT LLC	6534	$ 522.72	0.25492862	0.02039429	A	
61-24-205-367-0014-00	1129	3RD ST	MJ PLACE LLC	1306.8	$ 104.54	0.050985724	0.004078858	A	
61-24-205-367-0013-00	1133	3RD ST	NAP DEVELOPMENT LLC	4791.6	$ 383.33	0.186947655	0.014955812	A	
61-24-205-367-0012-00	1137	3RD ST	LEMKE DELORES J/LEMKE KIM A	4791.6	$ 383.33	0.186947655	0.014955812	A	
61-24-205-367-0011-00	1141	3RD ST	AGUILAR LUIS	2178	$ 174.24	0.084976207	0.006798097	A	
61-24-205-365-0001-00	1144	3RD ST	ALLIANCE PREFERRED PROPERTIES LLC	124581.6	$ 4,000.00	4.860639021	0.388851122	A	CAP
61-24-205-379-0001-00	1157	3RD ST	S & R KADO LLC	18295.2	$ 1,463.62	0.713800136	0.057104011	A	
61-24-205-379-0011-00	1185	3RD ST	CAREY AND ASSOCIATES LLC	18295.2	$ 1,463.62	0.713800136	0.057104011	A	
61-24-205-316-0013-00	1150	7TH ST	1150 7TH STREET LLC	14374.8	$ 1,149.98	0.560842964	0.044867437	A	
61-24-205-317-0007-00	1208	8TH ST	CORE DEVELOPMENT LLC	24829.2	$ 1,986.34	0.968728756	0.0774983	A	
61-24-205-174-0009-00	28	E CLAY AVE	WITT LEE A TRUST	49222.8	$ 3,937.82	1.920462271	0.153636982	A	
61-24-485-000-0000-00	878	JEFFERSON ST	JEFFERSON PROFESSIONAL CONDOMINIUM	37461.6	$ 2,996.93	1.461590755	0.11692726	A	
61-24-205-329-0001-00	885	JEFFERSON ST	HENNESSY HOLDING LLC	16988.4	$ 1,359.07	0.662814412	0.053025153	A	
61-24-205-330-0008-00	896	JEFFERSON ST	896 JEFFERSON LLC	9147.6	$ 731.81	0.356900068	0.028552005	A	
61-24-205-332-0008-00	935	JEFFERSON ST	HAIRITAGE PROPERTIES LLC	3920.4	$ 313.63	0.152957172	0.012236574	A	
61-24-792-000-0000-00	316	MORRIS AVE	HINMAN LAKE LLC	186436.8	$ 4,000.00	7.27396329	0.581917063	A	CAP
61-24-792-000-0001-00	316	MORRIS AVE	HINMAN LAKE LLC	21344.4	$ -	0.832766825	0.066621346	A	CONT. 316 MORRIS
61-24-205-563-0008-11	340	MORRIS AVE	MUSKEGON GSA LLC	50094	$ 4,000.00	1.954452753	0.15635622	A	CAP
61-24-205-563-0008-10	372	MORRIS AVE	FOUNDRY SQUARE LLC	347173.2	$ 4,000.00	13.54520734	1.083616587	A	CAP
61-24-233-000-0001-00	387	MORRIS AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	24829.2	$ 1,986.34	0.968728756	0.0774983	A	
61-24-233-000-0002-00	401	MORRIS AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	24393.6	$ 1,951.49	0.951733515	0.076138681	A	
61-24-205-174-0004-00	750	PINE ST	BOLEN DAVID L	19602	$ 1,568.16	0.76478586	0.061182869	A	
61-24-205-174-0008-00	772	PINE ST	WITT LEE A TRUST	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-175-0021-00	777	PINE ST	ELENBAAS HOLDINGS LLC	15681.6	$ 1,254.53	0.611828688	0.048946295	A	
61-24-205-177-0005-00	794	PINE ST	COREPARK INVESTMENTS LLC	21780	$ 1,742.40	0.849762067	0.067980965	A	
61-24-205-176-0015-00	813	PINE ST	NW AMERICA REAL ESTATE LLC	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-177-0007-00	820	PINE ST	NW MILL REAL ESTATE LLC	26571.6	$ 2,125.73	1.036709721	0.082936778	A	
61-24-205-176-0013-00	821	PINE ST	NW AMERICA REAL ESTATE LLC	1742.4	$ 139.39	0.067980965	0.005438477	A	
61-24-205-367-0011-10	1147	RD ST	IIS PROPERTIES LLC	6098.4	$ 487.87	0.237933379	0.01903467	A	
61-24-205-556-0001-00	149	SHORELINE DR	HOT ROD HARLEY DAVIDSON	396831.6	$ 4,000.00	15.48266485	1.238613188	A	CAP
61-24-205-562-0001-00	715	TERRACE ST	MOKA CORPORATION	117612	$ 4,000.00	4.58871516	0.367097213	A	CAP
61-24-205-175-0010-00	790	TERRACE ST	BRIGGS RUBIN O	14810.4	$ 1,184.83	0.577838205	0.046227056	A	
61-24-205-175-0015-00	806	TERRACE ST	RIEGLER PROPERTIES LLC	14810.4	$ 1,184.83	0.577838205	0.046227056	A	
61-24-205-175-0016-00	820	TERRACE ST	CZM PROPERTIES LLC	12196.8	$ 975.74	0.475866757	0.038069341	A	
61-24-205-330-0001-00	835	TERRACE ST	CIHAK CHARLES W/LINDA B	8276.4	$ 662.11	0.322909585	0.025832767	A	
61-24-205-176-0001-00	860	TERRACE ST	FRONTIER COMMUNICATIONS	81892.8	$ 4,000.00	3.19510537	0.25560843	A	CAP
61-24-205-175-0020-00	98	W CLAY AVE	NIPOTE'S LLC	1742.4	$ 139.39	0.067980965	0.005438477	A	
61-24-205-176-0003-00	103	W CLAY AVE	EAST OF EDEN LLC	6098.4	$ 487.87	0.237933379	0.01903467	A	
61-24-205-175-0018-00	118	W CLAY AVE	FRONTIER COMMUNICATIONS	18295.2	$ 1,463.62	0.713800136	0.057104011	A	

PARCEL NO.	ADD. #	STREET NAME	OWNER	AREA (SF)	ASS'MT AMT	% OF ASSESSED PROPERTIES	ASS'MT BASED ON SQ FTAGE	CLS	NOTES
61-24-205-176-0005-00	121	W CLAY AVE	JILLIAN & JORDAN LLC	4791.6	$ 383.33	0.186947655	0.014955812	A	
61-24-205-330-0003-00	163	W CLAY AVE	165 CLAY LLC	5227.2	$ 418.18	0.203942896	0.016315432	A	
61-24-205-330-0002-00	165	W CLAY AVE	165 CLAY LLC	4791.6	$ 383.33	0.186947655	0.014955812	A	
61-24-205-330-0004-00	173	W CLAY AVE	DOOM INVESTMENTS LLC	6534	$ 522.72	0.25492862	0.02039429	A	
61-24-433-000-0004-00	296	W CLAY AVE	EILEEN MARIE LLC	1306.8	$ 104.54	0.050985724	0.004078858	A	
61-24-205-314-0008-00	464	W CLAY AVE	SYBENGA DANIEL/RINSEMA SARAH	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-138-000-0104-00	297	W CLAY AVE 104	JANSKI LLC	28314	$ 2,265.12	1.104690687	0.088375255	A	
61-24-205-351-0005-00	275	W MUSKEGON AVE	SPIRIT SPE PORTFOLIO CA C-STORES LL	18295.2	$ 1,463.62	0.713800136	0.057104011	A	
61-24-205-176-0012-00	66	W WEBSTER AVE	NW AMERICA REAL ESTATE LLC	6098.4	$ 487.87	0.237933379	0.01903467	A	
61-24-205-330-0010-00	136	W WEBSTER AVE	136 WEST WEBSTER AVENUE LLC	18730.8	$ 1,498.46	0.730795377	0.05846363	A	
61-24-205-555-0001-00	100	W WESTERN AVE	THEBO JOYCE M REVOCBLE LIVING TRUST	17424	$ 1,393.92	0.679809653	0.054384772	A	
61-24-205-175-0001-00	111	W WESTERN AVE	SINGLE TRIP PARTNERS LLC	27442.8	$ 2,195.42	1.070700204	0.085656016	A	
61-24-205-175-0006-00	121	W WESTERN AVE	FIRST GENERAL CREDIT UNION	16552.8	$ 1,324.22	0.645819171	0.051665534	A	
61-24-234-000-0001-00	285	W WESTERN AVE	PARKLAND MUSKEGON INC	11325.6	$ 906.05	0.441876275	0.035350102	A	
61-24-233-000-0024-00	292	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	14374.8	$ 1,149.98	0.560842964	0.044867437	A	
61-24-233-000-0015-00	295	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	8276.4	$ 662.11	0.322909585	0.025832767	A	
61-24-233-000-0014-00	299	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	8276.4	$ 662.11	0.322909585	0.025832767	A	
61-24-233-000-0013-00	307	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	16552.8	$ 1,324.22	0.645819171	0.051665534	A	
61-24-233-000-0012-00	325	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	7840.8	$ 627.26	0.305914344	0.024473148	A	
61-24-204-000-0000-00	333	W WESTERN AVE	NEW TREND INVESTMENTS LLC	9147.6	$ 731.81	0.356900068	0.028552005	A	
61-24-233-000-0006-00	350	W WESTERN AVE	BLIND PIG PROPERTIES LLC	4791.6	$ 383.33	0.186947655	0.014955812	A	
61-24-233-000-0007-01	351	W WESTERN AVE	DOWNTOWN MUSKEGON DEVELOPMENT CO	7405.2	$ 592.42	0.288919103	0.023113528	A	
61-24-233-000-0005-00	356	W WESTERN AVE	CENTURY CLUB DEVELOPMENT LLC	5662.8	$ 453.02	0.220938137	0.017675051	A	
61-24-233-000-0004-00	360	W WESTERN AVE	RUSSELL BLOCK DEVELOPMENT LLC	7840.8	$ 627.26	0.305914344	0.024473148	A	
61-24-233-000-0025-00	376	W WESTERN AVE	RUSSELL BLOCK DEVELOPMENT LLC	3049.2	$ 243.94	0.118966689	0.009517335	A	
61-24-233-000-0008-00	379	W WESTERN AVE	SIDOCK PROPERTIES LLC	22651.2	$ 1,812.10	0.883752549	0.070700204	A	
61-24-432-000-0005-00	380	W WESTERN AVE	FRESHER START LLC	10454.4	$ 836.35	0.407885792	0.032630863	A	
61-24-205-566-0009-00	428	W WESTERN AVE	939 THIRD STREET LLC	11761.2	$ 940.90	0.458871516	0.036709721	A	
61-24-205-313-0005-00	441	W WESTERN AVE	PH HOLDING LLC	12196.8	$ 975.74	0.475866757	0.038069341	A	
61-24-205-566-0013-00	442	W WESTERN AVE	G & Z PROPERTIES LLC	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-566-0014-00	446	W WESTERN AVE	446 W WESTERN AVE LLC	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-567-0001-10	450	W WESTERN AVE	450 W WESTERN LLC	9583.2	$ 766.66	0.373895309	0.029911625	A	
61-24-205-313-0006-00	451	W WESTERN AVE	COREPARK INVESTMENTS LLC	9583.2	$ 766.66	0.373895309	0.029911625	A	
61-24-205-314-0001-00	471	W WESTERN AVE	LAKESHORE MUSEUM CENTER	3049.2	$ 243.94	0.118966689	0.009517335	A	
61-24-205-314-0001-10	477	W WESTERN AVE	HISSOM PROPERTIES LLC	2613.6	$ 209.09	0.101971448	0.008157716	A	
61-24-205-314-0002-00	479	W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	6534	$ 4,000.00	0.25492862	0.02039429	A	CAP
61-24-205-314-0002-00	479	W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	1306.8	$ -	0.050985724	0.004078858	A	CONT. 479 W WESTERN
61-24-205-314-0003-00	489	W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	22215.6	$ -	0.866757308	0.069340585	A	CONT. 479 W WESTERN
61-24-205-567-0001-20	490	W WESTERN AVE	PORT CITY CIO BLDG	7405.2	$ 592.42	0.288919103	0.023113528	A	
61-24-205-314-0005-00	495	W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	9583.2	$ -	0.373895309	0.029911625	A	CONT. 479 W WESTERN
61-24-205-567-0001-40	500	W WESTERN AVE	500 WEST WESTERN AVE LLC	10018.8	$ 801.50	0.390890551	0.031271244	A	
61-24-205-314-0006-00	505	W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	10018.8	$ -	0.390890551	0.031271244	A	CONT. 479 W WESTERN
61-24-205-315-0001-00	521	W WESTERN AVE	BABBITT E C/P R TRUST	14374.8	$ 1,149.98	0.560842964	0.044867437	A	
61-24-205-315-0003-00	545	W WESTERN AVE	HERITAGE MEMORIAL GARDEN	12632.4	$ 1,010.59	0.492861999	0.03942896	A	
61-24-205-315-0004-00	555	W WESTERN AVE	INGALLS REAL ESTATE ACQUISITION LLC	11325.6	$ 906.05	0.441876275	0.035350102	A	
61-24-205-315-0005-10	557	W WESTERN AVE	ESTHER ENTERPRISES LLC	871.2	$ 69.70	0.033990483	0.002719239	A	
61-24-205-315-0006-00	563	W WESTERN AVE	3M INVESTMENTS LLC	10018.8	$ 801.50	0.390890551	0.031271244	A	
61-24-205-316-0001-00	587	W WESTERN AVE	EBEE PROPERTIES LLC	12196.8	$ 975.74	0.475866757	0.038069341	A	

PARCEL NO.	ADD. #	STREET NAME	OWNER	AREA (SF)	ASS'MT AMT	% OF ASSESSED PROPERTIES	ASS'MT BASED ON SQ FTAGE	CLS	NOTES
61-24-205-316-0004-00	591	W WESTERN AVE	NORTH EAST BUSINESS ASSOC LLC	3049.2	$ 243.94	0.118966689	0.009517335	A	
61-24-205-316-0005-00	593	W WESTERN AVE	MULDER WESTERN AVE LLC	10454.4	$ 836.35	0.407885792	0.032630863	A	
61-24-205-316-0007-00	605	W WESTERN AVE	WESTERN AVE LLC	3484.8	$ 278.78	0.135961931	0.010876954	A	
61-24-205-316-0008-00	607	W WESTERN AVE	WESTERN AVE LLC	4356	$ 348.48	0.169952413	0.013596193	A	
61-24-205-316-0009-10	609	W WESTERN AVE	EMP LLC	2613.6	$ 209.09	0.101971448	0.008157716	A	
61-24-205-318-0001-10	683	W WESTERN AVE	GRAND TRUNK LLC	2178	$ 174.24	0.084976207	0.006798097	A	
61-24-205-314-0001-20		W WESTERN AVE	TRILLIUM 505PARK OWNER LLC	2613.6	$ -	0.101971448	0.008157716	A	CONT. 479 W WESTERN
61-24-233-000-0007-02	351	W WESTERN AVE EAST	351 W WESTERN LLC	7405.2	$ 592.42	0.288919103	0.023113528	A	
61-24-233-000-0024-02		W WESTERN AVE UNIT 24B	DOWNTOWN MUSKEGON DEVELOPMENT CO	28749.6	$ 2,299.97	1.121685928	0.089734874	A	
61-24-233-000-0007-03	351	W WESTERN AVE WEST	351 W WESTERN LLC	6969.6	$ 557.57	0.271923861	0.021753909	A	
			SQUARE FOOTAGE ASSESSED:	**2563070.4**	**$ 116,630.75**				
					TOTAL OF ASSESSMENTS				

ASSESSMENT AMOUNT		
CLASS	AMT PER SF	MAX CAP
A	0.08	$4,000.00

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 9/8/20	Title: Amendment to the Zoning Ordinance
Submitted By: Mike Franzak	Department: Planning

Brief Summary:

Staff-initiated request to amend Section 2331 of the zoning ordinance to include Districts 4 and 5, excluding 863 and 885 E Apple, into the marihuana facilities overlay district.

Detailed Summary: Second reading that includes the approval of Districts 4 and 5, excluding 863 and 885 E Apple, because of a typo on the first reading.

Staff will also be recommending a first hearing on expanding the district to include the proper addresses of 863 and 885 E Apple.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to include districts 4 and 5 as presented, excluding 863 and 885 E Apple.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the Marihuana Facilities Overlay District to include several other properties.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The following properties will be added to the Marihuana Facilities Overlay District – 623 W Clay, 639 W Clay, 920 Washington Ave, 796 E Apple Ave, 981 S Getty St, 935 S Getty St.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of September 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020. _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 25, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend the zoning ordinance to include 623 W Clay, 639 W Clay, 920 Washington Ave, 796 E Apple Ave, 981 S Getty St, 935 S Getty St. into the Marihuana Facilities Overlay District.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2020. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 9/8/20	Title: Amendment to the Zoning Ordinance
Submitted By: Mike Franzak	Department: Planning

Brief Summary:

Staff-initiated request to amend Section 2331 of the zoning ordinance to include 863 and 885 E Apple Ave into the marihuana facilities overlay district.

Detailed Summary: First reading that includes adding 863 and 885 E Apple into the marihuana facilities overlay district. These addresses were left out of the second reading of the first request because of a typo that listed them as being on Laketon Ave instead of Apple Ave.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the request to amend Section 2331 of the zoning ordinance to include 863 and 885 E Apple.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the Marihuana Facilities Overlay District to include 863 and 885 E Apple Ave.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The following properties will be added to the Marihuana Facilities Overlay District – 863 E Apple Ave and 885 E Apple Ave.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of September 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020. _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 25, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend the zoning ordinance to include 863 and 885 E Apple Ave into the Marihuana Facilities Overlay District.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2020. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354